

SALES CONTRACT No. 20240502

6th May, 2024, Grigiškės, Vilnius city municipality, Lithuania

UAB "Grigeo Tissue", legal entity code 306639125, VAT number LT100016507817, registered address: Vilniaus g. 10, Grigiškės, LT-27101, Vilniaus m. sav., the Republic of Lithuania, hereinafter referred to as the **Seller**, represented by Head of Sales and Marketing Aistė Bogdanovienė, acting in accordance with the power of attorney No. 1.4.E.GRT-IG/2024-004 issued on 6th on May, 2024.

and

TORCO S.R.L., legal entity code 1013600034835, VAT number 0404781, registered address: Republic of Moldova, Chisinau, str.Uzinelor 1, hereinafter referred to as the **Buyer**, represented by director Vasile Curchi.

The **Seller** and the **Buyer** both hereinafter referred to as the Parties and each separately as the Party concluded the present sales contract, hereinafter referred to as the **Contract**.

1. SUBJECT OF THE CONTRACT

- 1.1. The Seller sells and delivers to the Buyer hygienic paper products, further referred to as the Goods, according to the orders given by the Buyer and approved by the Seller and the Buyer accepts the Goods and pays for them under the terms and conditions set in the Contract.
- 1.2. The name, quantity, price, terms of delivery of the Goods sold by the Seller, as well as other related information, shall be determined by the agreement between the parties prior to the delivery of the Goods and shall be specified in the order confirmation for the Goods or in the invoice with Value Added Tax (VAT) for the Goods.

2. PROCEDURE OF SUPPLY OF THE GOODS

- 2.1. The Goods shall be manufactured and supplied by the Seller only according to the purchase orders given by the Buyer in written and approved by the Seller. The purchase order must contain the following information: names and quantities of the ordered Goods, price of the ordered Goods, delivery term and addresses of the ordered Goods, other specific information about the ordered Goods.
- 2.2. The Parties shall give orders, order confirmations by facsimile transmission or e-mail indicated in the Contract. After the receipt of the official order, the Seller undertakes to confirm it or adjust it (in co-ordination with the Buyer) within 3 (three) working days.
- 2.3. The order for the Goods must be sent to the Seller not less than 28 days prior to the date on which the delivery of the Goods is requested. After the receipt of the official order, the Seller undertakes to confirm it or adjust it (in co-ordination with the Buyer) within 3 days.
- 2.4. The Parties agree that the Goods under this Contract are supplied on terms FCA Vilniaus g. 10, Grigiškės, Vilniaus m. sav., Lithuania (in accordance with Incoterms 2020). Specific delivery terms will be agreed by the Parties for each order of the Goods.
- 2.5. The Buyer accepts the Goods according to their amount, as well as verifies compliance of the assortment of the Goods to the purchase order and the delivery documents. The Goods are considered to be delivered by the Seller and accepted by the Buyer when the authorized representative of the Buyer signs the invoice for the Goods or transportation documents of the Goods (CMR international consignment notes) and from that moment the title to the Goods passes to the Buyer.
- 2.6. If the Buyer does not collect the Goods from the Seller within the agreed terms (when the Buyer is responsible for collecting the Goods), the Buyer undertakes to pay the Seller a fine of 5 Eur for 1 pallet of Goods for each day of the delay.

2. QUALITY OF THE GOODS

- 3.1. The quality of the Goods shall meet the requirements of the standards confirmed and declared by the Seller and the requirements set in this Contract and the annexes to the Contract.

- 3.2. The Seller confirms that the Goods will be free of quality deficiencies at the moment of their delivery. The Seller represents that at the moment the Goods are delivered to the Buyer the Seller will possess legal rights to sell the Goods, the Goods will not be seized, third parties will possess no claim rights to the Goods, there will be no disputes brought to the court or arbitration court with respect to the Goods, the Goods will not be encumbered by any rights of third parties or any other restrictions or encumbrances that would prevent selling thereof to the Buyer, and no claims with respect to the Goods will be brought by third parties.
- 3.3. The Buyer must check the quality of the Goods within 14 (fourteen) calendar days from the date of handing over the Goods to the Buyer. If the Buyer finds out that the Goods or any part thereof are of substandard quality, the Buyer shall be entitled to file and send a written claim against the Seller within 5 (five) calendar days. The date of delivery of the Goods, the defects of the supplied Goods, other factors must be indicated in the claim and the documents proving the claim must be added. The Seller shall consider the received claim within 14 (fourteen) calendar days from the date of its receipt. The Seller is entitled to commission its representative to visit the Buyer and inspect validity of the Buyer's claim concerning the quality of the Goods.
- 3.4. The Buyer's claims are void if the Buyer violates the aforementioned terms of the quality check of the Goods and presentation of claims or is not able to present the delivered Goods to the Seller in order to inspect the validity of the Buyer's claim.
- 3.5. In case the Buyer's claim for the quality of the delivered Goods is valid, the Buyer is entitled to require the Seller to replace the defected Goods with the Goods of the appropriate quality within the terms agreed upon by both Parties or to deduct the value of the discount for defected Goods agreed upon by the Parties from the next payment for the Goods.

4. THE PRICE AND ORDER OF PAYMENT

- 4.1. The price of the Goods is agreed upon by the Parties and confirmed by orders or invoices for the Goods.
- 4.2. If the currency rate, price of raw material, energy, taxes and other factors resulting the impact on the price of the Goods change in the market, the Seller is entitled to offer price changes of the Goods. Procedure for making price changes in case of increase of prices: no later than 14 (fourteen) days prior to the preferable changes in the prices of the Goods the Seller informs the Buyer thereon stating in its proposal the new offered price for each Good as well as the proposed date of change of price for the Goods. Proposal for changes in the prices of the Goods will be sent by e-mail. The Buyer shall provide his reply (either affirmative or negative) to the proposal on the changes to the prices of the Goods by e-mail within a period of 7 (seven) days as from the receipt of the proposal.
- 4.3. Upon agreement on the amendments to the prices of the Goods, on the agreed date for change of the prices of the Goods the Seller starts supplying the Goods to the Buyer at the new prices.
- 4.4. In the event the Parties fail to agree on the amendments to the prices of the Goods the previous prices of the Goods will remain effective on the anticipated date of change of the prices, and the Seller will be entitled to refuse supplying such Goods until the moment the respective agreement is made.
- 4.5. The Buyer undertakes to effect full payment for the supplied Goods to the Seller's bank account by advance payment. The effective dates of payments are the dates when the payments are received in the Seller's Bank account. The Seller does not load the Goods until the moment the full payment for the Goods is received in the Seller's bank account.
- 4.6. The Parties may agree on setting a credit period and giving credit limit to the Buyer. In such case the credit period and the amount of the credit limit of the Buyer are to be fixed in a written agreement of the Parties which shall constitute an integral and inseparable part of the Contract.
- 4.7. The Buyer agrees that the Seller may issue and send to the Buyer electronic invoices for the Goods. Electronic invoices will be sent to the Buyer to the e-mail address indicated below in the Contract.
- 4.8. Payments under the present Contract shall be effected in Euros. The Buyer will cover bank charges related to money transfer.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Seller declares and guarantees that it is a legally incorporated, registered and acting in accordance with the effective laws of Lithuania legal entity.

- 5.2. The Buyer declares and guarantees that it is a legally incorporated, registered and acting in accordance with the effective laws of Moldova legal entity.
- 5.3. The representatives of the Parties certify that they are entitled to conclude and sign the Contract and take the obligations under the Contract. The Parties certify that any data, facts or circumstances, which may cause impossibility to execute the obligations under the Contract, were not withheld from the other contracting Party.
- 5.4. In case the above mentioned declarations and / or guarantees of the Parties do not conform to the actuality, the responsible Party must compensate in full the damages of the other Party, which arise as a result of its false declarations and / or guarantees.
- 5.5. The Seller has an obligation:
- 5.5.1. to sell the ordered Goods and deliver them to the Buyer in accordance to the terms and conditions set in this Contract, the annexes to the Contract and written approved orders between the Parties;
 - 5.5.2. in case of untimely delivery of the Goods to pay a penalty of 0,05 % of the value of the Goods due to be delivered for each day of delay in delivery,
 - 5.5.3. to provide a written notice to the Buyer, related to any change of the data of the Seller, i.e. legal registration place, phone / e-mail etc., within 2 (two) working days from the moment of the change of the data;
 - 5.5.4. to timely and properly follow another contractual obligations under the present Contract.
- 5.6. In case the credit period for the payment for the Goods is set to the Buyer the Seller is entitled to suspend the supply of the Goods giving a prior written notice to the Buyer if:
- 5.6.1. the Buyer violates the payment procedure fixed in the present Contract and its annexes or;
 - 5.6.2. the Buyer exceeds its credit limit, or if the Buyer's credit limit will be exceeded after the execution of the order or;
 - 5.6.3. the credit insurance company at which the credit of the Buyer is insured cancels or reduces the credit limit of the Buyer.
- 5.7. In case the credit period for the payment for the Goods is set to the Buyer the Seller giving a prior written notice to the Buyer is entitled to unilaterally reduce the credit limit of the Buyer or cancel the credit limit of the Buyer, change the payment terms set in the Contract if the credit insurance company at which the credit of the Buyer is insured cancels or reduces the credit limit of the Buyer or the Buyer delays to pay for the delivered Goods more than 30 (thirty) days.
- 5.8. The Buyer has an obligation:
- 5.8.1. to accept and pay for the ordered Goods in accordance to the terms and conditions set in this Contract, the annexes to the Contract and written approved orders between the Parties;
 - 5.8.2. in case of untimely payment for the supplied Goods to pay a delayed payment penalty of 0,04 % of the amount due to be paid for each day of delay in payment (in case the credit period for the payment for the Goods is set to the Buyer),
 - 5.8.3. not to exceed the credit limit given to the Buyer under the Contract;
 - 5.8.4. in case the Goods under this Contract are sold to the Buyer on terms EXW, FAS, FCA, FOB, CPT, CIP, CFR and / or CIF (In accordance with Incoterms 2020) naming the destination point in European Union:
 - 5.8.4.1. to transport the Goods from the territory of the European Union immediately after the transfer of the right to dispose of the goods to the Buyer. This obligation is fulfilled properly, if the Buyer transports the Goods from the territory of the European Union using its own means of transport or hires another person that transports the Goods on behalf and by order of the Buyer. This obligation is not fulfilled, if these Goods are transported from the territory European Union by a customer of the Buyer or any other person that is not acting on behalf and by order of the Buyer;
 - 5.8.4.2. to transfer the right to dispose of the Goods to its customers outside the territory of the European Union. Accordingly, the Buyer undertakes not to sell the Goods purchased under this Contract to his customers on terms EXW, FAS, FCA, FOB, CPT, CIP, CFR and CIF with a reference to any location or address within the territory of the European Union;

- 5.8.4.3. to provide the Seller with the following documents within 14 (fourteen) days after the supply of the Goods: copies of properly filled in CMRs and documents certifying that the Buyer ordered transport services or documents certifying that the Buyer paid for transport services.
 - 5.8.5. in case of breach of his obligations stipulated in clauses 5.8.4. of the Contract to pay a fine of 30 % of the price of the supplied Goods in respect of which the obligations taken by the Buyer are not fulfilled. The Parties represent that this amount of the fine is considered as a minimal amount of damages with respect to unjustified application of 0% VAT rate which do not need to be proven. If the actual damages incurred by the Seller exceed the amount of the fine, the Buyer will compensate the full amount of damages;
 - 5.8.6. to provide a written notice to the Seller related to any change of the data of the Buyer, i.e. legal registration place, phone, e-mail etc., within 2 (two) working days from the moment of the change of the data;
 - 5.8.7. to timely and properly follow another contractual obligations under the present Contract.
- 5.9. The Buyer hereby confirms that he is aware of the fact and does not object that the Seller's receivables under this Contract are or may be insured at credit insurance company.

6. FORCE MAJEURE

- 6.1. The Parties shall be released from responsibility for partial or total non-execution of the obligations under this Contract if it resulted from force majeure circumstances, namely: first of all, fire, flood, earthquake, strike, war etc., and if those circumstances had a direct influence on the grounds of this Contract. In such circumstances the term of execution of the obligations under the Contract shall be extended in relation to the time during which such circumstances persisted.
- 6.2. The Party facing impossibility to execute the obligations under the Contract due to force majeure circumstances shall be obliged to inform the other party in the written form of the occurrence or cessation of the aforementioned circumstances immediately however, not later than within 5 (five) working days from the moment of their occurrence or cessation.
- 6.3. Untimely notification within the indicated term about the occurrence or cessation of the force majeure circumstances shall deprive the corresponding contracting party to refer to them as circumstances, which release it from responsibility.
- 6.4. In case force majeure circumstances last for more than 3 (three) months, any Party is entitled to terminate the Contract by giving 14 (fourteen) calendar days notice to another Party.

7. FINAL PROVISIONS

- 7.1. The Contract comes into force from the date of its signing.
- 7.2. Each Party can terminate the Contract unilaterally without appealing to the court and without stating the reason giving a prior 30 (thirty) calendar days written notice to another Party. Each party can terminate the Contract unilaterally without appealing to court giving a prior 7 (seven) calendar days written notice to another Party if the contracting Party has made a fundamental breach of the Contract
- 7.3. This Contract constitutes a final agreement between the Parties replacing any previous written or oral agreements between the Parties related, directly or indirectly, to the cooperation of the Parties in the fulfillment of the contractual obligations under the present Contract.
- 7.4. Any amendments and addendum to the present Contract or its appendices shall be valid only, if made in writing and signed by persons duly authorized by the Parties, and shall constitute an integral part of the Contract.
- 7.5. The Parties agree that the content of this Contract and it's annexes as well as any other information received by one of the Parties in relation to the execution of this Contract and is related to the other Party or to the activities of the other Party, excluding the information, which is publicly available or became publicly available by a way different from non-permitted publication or use shall mean confidential information. The Parties undertake the obligation without prior written consent of the other Party not to disclose to any third party the confidential information and not use the confidential information for any purpose other than that stipulated by this Contract. The Parties shall have the right to provide access of a third person to the confidential information only in the following cases:

- 7.5.1. on the basis of a prior written consent of the other Party for disclosure of the confidential information;
- 7.5.2. if this access to the confidential information is required by the effective laws of the states where the places of residence of the Parties are located;
- 7.5.3. if this access to the confidential information provided by one of the Parties is necessary for the fulfillment of this Contract;
- 7.5.4. if the confidential information is disclosed to credit insurance company which provides credit insurance services to the Seller and / or to the company which provides credit solvency services;
- 7.5.5. if this is stipulated by this Contract.
- 7.6. The Parties agree that any dispute related to this Contract shall be resolved by means of negotiations and well-intentioned consultations between the Parties. Any dispute, controversy or claim arising out of or relating to this Contract, its breach, termination or validity shall be finally settled in the court in Vilnius, Lithuania, by the place of residence of the Seller. This Contract shall be governed by the law of the Republic of Lithuania.
- 7.7. Unless agreed otherwise in writing, neither Party under the Contract is entitled to assign its rights nor obligations to the third parties except the Seller's right to transfer the creditor's claim rights.
- 7.8. All correspondence between the contracting Parties shall be carried on in the English language.
- 7.9. The Parties agree that the Contract may be concluded by exchanging signed scanned copies of the Contract in PDF form by e-mail. In such case the Contract signed and transmitted to the other Party in PDF form by e-mail is equivalent to a written contract and has legal effect.

THE SELLER:

UAB "Grigeo Tissue"

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 VAT number LT100016507817
 Address: Vilniaus g. 10, Grigiškės,
 LT-27101, Vilniaus m. sav., Lithuania
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 E-mail:
 Bank account: LT46 7044 0901 0888 3854
 Bank: AB SEB bankas
 SWIFT: CBVILT2X

THE BUYER:

« TORECO S.R.L.»

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 SWIFT: AGRNMD2X

Acceptance of purchase orders:

E-mail: orders.grigeo@grigeo.lt

E-mail for sending electronic invoices:

E-mail: supply@toreco.md

On behalf of the Seller:



Head of Sales and Marketing Aiste Bogdanovienė

On behalf of the Buyer:



Director Vasile Jurca

Aiste Bogdanovienė

Vyresnioji teisininkė
 Agnė Jonkutė

Agnė Jonkutė