

DISTRIBUTOR CONTRACT

1. PARTIES

1.1. ALPİN MAKİNE SAN. VE TİC. A.Ş. / MANUFACTURER

Company Authority : Mehmet Emin ÖZALP
Company Address : 29 Ekim Mahallesi İzmir-Aydın Cad. No.7 Torbalı-İZMİR / TURKEY
Trade Registry No : 3696
VAT : 057 006 8749
e-mail : m.ozalp@alpinmakine.com , export@alpinmakine.com
web : www.alpinmakine.com

1.2. SC „PROMO-SOLUTII” SRL / EXCLUSIVE DISTRIBUTOR

Company Authority : Mihalachi Alexandru
Company Address : 90 Uzinelor street, Chisinau, Republic of Moldova
Registration Number : 1007600051556
VAT : 0208735
e-mail : office@etop.md; director@etop.md
web : www.etop.md

A distributor agreement has been concluded between the parties under the following conditions.

2. REGIONS AND PRODUCTS

2.1. The DISTRIBUTOR is the **exclusive DISTRIBUTOR** of products produced by the MANUFACTURER within the borders of Republica Moldova (hereinafter referred to as "REGION"), the skid steer mini loader / M series and skid loader attachments (hereinafter referred to as "PRODUCTS").

3. GOOD BUSINESS RULES AND HONEST TRADE

3.1. In fulfilling their obligations under this agreement, the Parties shall act in good faith and follow honest trade principles, in accordance with the interests of both parties.

3.2. All contracts to be concluded between the parties in connection with the terms of this contract and the DISTRIBUTOR relationship shall be based on goodwill rules.

4. DISTRIBUTOR LIABILITIES

4.1. The DISTRIBUTOR sells the products produced by the manufacturer under manufacturer's brand name on the behalf of itself in the region. It performs after-sales services.

4.2. The DISTRIBUTOR, as a responsible company, undertakes to make its best effort in carrying out the sales policies of the MANUFACTURER with regards to sales of the products in the Region and to take the best care of the rights and interests of the MANUFACTURER.

4.3. The DISTRIBUTOR is not entitled to act in the name or behalf of the MANUFACTURER, unless the MANUFACTURER specifically authorises the DISTRIBUTOR to do in writing.

4.4. All products will be sold to the DISTRIBUTOR. The DISTRIBUTOR shall sell them to the customers in region or can give them as rental. The DISTRIBUTOR is free to decide the rental conditions and price.

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4.5. Trial product can only be given with written permission of the MANUFACTURER.

4.6. The DISTRIBUTOR's technical team will be trained in the MANUFACTURER's plant in İzmir-Turkey. Flight cost to Turkey belongs to the DISTRIBUTOR, and hotel, transportation will be met by the MANUFACTURER.

Trainee team should have technical service background and knowledge about the machinery. If trainee team is not found adequate ability to train, the DISTRIBUTOR should send a new team to train with the request of the MANUFACTURER.

5. SERVICE AFTER SALES AND SALES ORGANIZATION

5.1. In order to fulfill the obligations under this contract, the DISTRIBUTOR must establish the necessary organization for sales and after-sales services at his own expense for all the Products in the Region.

5.2. Repair, maintenance, spare parts and technical service of the machines are solely the responsibility of The DISTRIBUTOR in Region. Because of this obligation, no fee or cost will be requested from the MANUFACTURER except the conditions includes warranty.

5.3. The DISTRIBUTOR will supply from the MANUFACTURER with paying the costs of spare parts for service and repair. The DISTRIBUTOR will also able to supply from other vendors spare parts and consumables if the manufacturer directs them in which the MANUFACTURER does not manufacture directly.

5.4. The DISTRIBUTOR shall keep at least 2 sets of spare parts for each model of machine stock determined by the MANUFACTURER.

5.5. Warranty of the product starts from the date of distributor invoicing.

Warranty of the product is for 2 years or 1,500 working hours whichever completes first, the products will be guaranteed against production faults in these conditions. However, this warranty is subject to the condition that the product is used as purchased original from the MANUFACTURER. Modifications and changes to the product and user errors are not guaranteed.

During the warranty period, faulty parts and components will replaced or repaired free of charge by the MANUFACTURER with the claim of the DISTRIBUTOR. In addition to this, agreed workmanship (hour* technician's price/hr) and travel cost will also costed to the MANUFACTURER.

Any faulty parts replaced with spare parts under warranty terms must be kept in storage by the DISTRIBUTOR for a minimum period of six months after presenting the claim. If after that period MANUFACTURER will not have specially requested return of these parts, they can be kept or scrapped by the DISTRIBUTOR with no need any further communication to the MANUFACTURER.

5.7. The MANUFACTURER will train the DISTRIBUTOR's team about the service and maintenance in its plant in Turkey.

6. ADVERTISEMENTS AND FAIRS

6.1. Parties shall organise every year before Christmas with regards to advertisement and exhibition participation programs among themselves.

The advertisement should be in accordance with the image and marketing policies of the MANUFACTURER. The advertisements costs in the region will belong to the DISTRIBUTOR.

The half amount of application cost of identified/agreed exhibitions in the region will meet by the MANUFACTURER incase it invoiced directly to MANUFACTURER.

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Catalogues, promotion; T-shirts or caps will be sent by MANUFACTURER.

7. SALES PRICES AND DELIVERY OF PRODUCTS

7.2. Payment condition, the parties decide to pay by mutual confirmation as %40 with the order and the rest %60 before the delivery.

7.3. The MANUFACTURER has to deliver all products ordered on time. The MANUFACTURER cannot refuse orders from the DISTRIBUTOR without reason; (for example, with the intention of blocking the activities of the DISTRIBUTOR), the contract shall be infringed by the MANUFACTURER, and all liability arising therefrom shall be charged to the MANUFACTURER. Unexpected situations, such as extraordinary developments, war, terrorism, strikes and lockouts, natural phenomena, and when raw materials procurement can not be possible despite all self-sacrificing efforts, then the MANUFACTURER will not be bound by this commitment.

7.4. The MANUFACTURER undertakes to make the utmost effort to deliver the orders received.

7.5. THE DISTRIBUTOR of the sales of the products are subject to the provisions of the relevant APPLICABLE LAW OF THE REPUBLIC OF TURKEY. In the case of disputes arising with respect to the general and special conditions of this contract, disputes shall be resolved in accordance with the provisions of the present T.C law.

7.6. The unit prices to be paid by the DISTRIBUTOR for the Product shall be calculated taking into consideration the unit prices and discount amounts which are valid on the date of purchase from the MANUFACTURER.

7.7. DISTRIBUTOR prices and price changes will be informed by email.

Extra discount may be applied to big quantity orders under MANUFACTURER's confirmation.

7.8. The DISTRIBUTOR undertakes to pay attention to the payment periods agreed upon between the parties.

8. SALES TARGETS and FORECASTS

8.1. The parties mutually determine the sales forecasts (which should be at least 10 pcs/year) for the following year at the end of each year and sign them in writing.

8.2. The Parties shall endeavor at the highest level to achieve mutually agreed objectives; any deviations that may arise when one of the parties fails to act in a manner inconsistent with goodwill rules will not constitute a breach of that party's contract.

9 SUBSTITUTE OR REPRESENTATIVES

9.1. The DISTRIBUTOR may appoint sub-dealers or representatives to sell the products in the Region.

9.2. The DISTRIBUTOR is responsible for the activities of the sub-dealers and the representatives.

10. INFORMING THE MANUFACTURER

10.1. The DISTRIBUTOR will inform the manufacturer in writing of their activities, market conditions and competition in the Region as a result of their efforts in periods of every months. The DISTRIBUTOR shall respond to any reasonable information requested by the MANUFACTURER.

10.2. The Distributor will inform and can only apply a tender with the confirmation of the MANUFACTURER.

10.3. Small modifications may be needed due to county conditions and regulations. The DISTRIBUTOR will inform the MANUFACTURER to modify the products.

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11. INFORMING The DISTRIBUTOR

11.1. The MANUFACTURER will deliver to the DISTRIBUTOR a reasonable amount of documents (brochures, technical manuals, etc.) free of charge when fulfilling its obligations under this contract. This information is a trade secret between the parties and cannot be shared with third parties. The DISTRIBUTOR will return the rest of documents in hand to the MANUFACTURER in the event of the termination of this contract.

The technical information, drawings and commercial information provided by the MANUFACTURER may not be used by DISTRIBUTOR or anyone else for a period of 10 years even after the contract is terminated.

11.2 THE MANUFACTURER informs the DISTRIBUTOR about the customers and competitors in the region.

12. MANUFACTURER'S BRAND, SYMBOLS, INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

12.1. A DISTRIBUTOR may use trademarks, trade names and other symbols of the MANUFACTURER. However, the DISTRIBUTOR may use them for the purposes of determining the Products and advertising in accordance with the contractual application and the interests of the MANUFACTURER.

12.2 The DISTRIBUTOR shall promptly notify the MANUFACTURER of any attempted abuse of trademarks, trade names, symbols or industrial property rights of the MANUFACTURER, and the MANUFACTURER shall take the necessary precautions to prevent such violations. Until the MANUFACTURER can make the necessary intervention to protect the rights of this entity, The DISTRIBUTOR will make the necessary initiatives to protect the rights of The MANUFACTURER.

12.3. All technical information, trade secrets, technical drawings, designs, patents, utility models and market information, customer informations that are mutually shared by the parties are accepted and committed by as commercial and technical secrets. The DISTRIBUTOR acknowledge and undertake that they will not disclose this trade secret information that they are obliged to protect and respect all or any of the rights enumerated hereunder or not, with due diligence, and not to use commercial, technical, industrial, market and customer information for neither their own benefit nor for the benefit of third parties.

13. MANUFACTURER LIABILITIES

13.1. Throughout the term of this contract, THE MANUFACTURER shall not authorize any other person or entrepreneur (including subsidiaries of The MANUFACTURER) to represent or sell Products in the Region Market. As well as this, the MANUFACTURER shall not directly or indirectly sell to customers operating in the Region.

13.2. Getting the rights of trademarks, trade names in the region are in the MANUFACTURER's responsibility.

14. DURATION OF CONTRACT

14.1. The DISTRIBUTOR CONTRACT IS FOR ONE YEAR. As long as the parties do not terminate thirty days prior to the end of the contract, it will be renewed automatically annually.

15. CANCELLATION OF THE AGREEMENT

15.1. If one of the parties contradicts the provisions of the contract or the provisions of the relevant law, the other party shall be notified in writing. If the party continues to act contrary to the warning, the other party will be entitled to terminate the contract. In this case, the party contrary to the contract shall be responsible for the compensation of the damages.

15.2. If a party wishes to terminate the contract, he will give notification of the termination at least THIRTY DAYS before the end of the term. Notifications can be made by e-mail in the Secure Electronic Environment. The e-mail notification will be deemed to have started FIVE DAYS after the e mail has reached the other party.

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16. COMPETENT AUTHORITY IN DISPUTE

16.1. With regards to the resolution of disputes that may arise during the implementation of this agreement the authorized body is T.C IZMIR Court.

16.2. In case of disputes Turkish Law is applied.

16.3. This Agreement has been prepared in English.

16.4. This Agreement consist of 16 articles and is 5 pages.

This contract was signed on the date of 14.06.2022 by the parties having the following representative authority and entered into force on the same date.

MANUFACTURER

ALPIN MAKİNE SANAYİ VE TİCARET A.Ş.

Stamp - Signature

Mehmet Emin Özalp
(General Manager)

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DISTRIBUTOR

Stamp - Signature

Mihalachi Alexandru

(CEO)

