**Constanta South Container Terminal SRL**

**Purchase contract**

*Regarding "The Supply of reachstacker type electric mobile equipment necessary for the development of the superstructure in the Port of Constanța, in order to facilitate the international trade, especially from/to Ukraine, in the context of the implementation of the project submitted for funding within the call PT/153/PT_P7/ OP3/RS03.1/ PT_A16, launched for the TRANSPORT PROGRAM 2021-2027"*

**no. _____ from _____**

The hereby Supply Contract (hereinafter referred to as the "Contract") was concluded with the compliance with the provisions of Order no. 1284/2016 regarding approval of the applicable Competitive Procedure applicable to the individual applicants/beneficiaries for the award of the supply contracts, services or works financed from European funds, with the subsequent changes and completions.

**Between**

1. **.....**, registered at the Trade Register under no. ....., Fiscal Code ..... based in the county ....., Municipality ....., str. ....., no....., legally represented by ..... having the function ....., as **Purchaser**, on the one hand, and

2. [ **Contractor** ], based in: [address], phone: [phone number], fax: [fax number], e-mail: [e-mail address], registration number [registration number], tax registration code [code of fiscal registration], IBAN account no. [bank account], opened at [Bank-Branch] represented by [name and surname of the legal representative(s) of the Contractor], [position(s) of the legal representative(s) of the Contractor], in as and hereinafter referred to as "Contractor", on the other hand ,

hereinafter collectively referred to as the "Parties" and which,

Whereas:

- The Purchaser performed the competitive procedure with the scope of purchasing the reachstacker type electric mobile equipment necessary for the development of the superstructure in the Port of Constanța, in order to facilitate the international trade, especially from/to Ukraine, in the context of the implementation of the project submitted for funding in the call PT/153/PT_P7/ OP3/RS03.1/ PT_ A16, launched for the TRANSPORT PROGRAM 2021-2027"
- Through the award justificatory note no...../....., the Purchaser declared the Contractor's Bid the winner, [to be completed with the name of the Contractor]

have agreed to conclude this Agreement.

1. DEFINITIONS

**1.1.** In this Agreement, the following terms will be interpreted as follows:

(a) The Purchaser and the Contractor - the Contracting Parties, as they are named in this Contract;

(b) Additional Act - document amending the terms and conditions of this Purchase Agreement, in accordance with Order no. 1284/2016 regarding approval of the applicable Competitive Procedure for the individual applicants/beneficiaries for the award of the supply contracts, services or works financed from the European funds, with the subsequent changes and completion

(c) Fortuitous event – An event that cannot be foreseen or prevented by the person who would have been called to answer if the event had not occurred.

(d) Supply contract – the onerous title contract, completed in writing between the applicant/beneficiary and one or more economic operators, having as object the supply of products.

(e) Compensation - the amount, not expressly provided for in the Contract, which is awarded by the court as compensation payable to the injured Party following the violation of the provisions of the Contract by the other Party;

(f) Purchaser's Documents - any and all documents required directly or implicitly by the nature of the Products that are the subject of the Contract, including but not limited to: plans, regulations, specifications, drawings, sketches, models, order notes, provided by the Purchaser and necessary for the Contractor in order to achieve the object of the Contract;

(g) The duration of validity of the Contract - the time interval in which this Contract produces effects, respectively from the date of entry into force of the Contract and until the conventional, legal or established by the court of law exhaustion of any effect it produces. The duration of the Contract is equal to the duration of the supply of the Products, if the latter is uninterrupted. The duration of the Contract is longer than the actual duration of the supply of the Products, if the latter is interrupted, for any reason, in which case the Duration of the Contract also includes the time intervals in which the supply of the Products is suspended or extended. The period of supply of

the Products cannot exceed, as a term, the limit of the term at which the duration of the Contract expires.

(h) The contract is considered completed when the contractor:

i. has carried out all the activities set out in the Contract and presented all the Results, as set out in its Offer and in the Contract,

ii. remedied any non-conformities that would not have allowed the use of the Products by the Purchaser, in order to obtain the anticipated benefits and fulfil the objectives communicated by the specifications;

(i) Force majeure - an event independent of the control of the Parties, which is not due to their mistake or fault, which could not be foreseen at the time of the conclusion of the Contract and which makes it impossible for one of the Parties to fulfil its obligations and includes calamities, strikes, or other disruptions of industrial activity, acts of a public enemy, wars, whether declared or not, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, spills, civil disturbances, explosions and any other similar unforeseeable events, above control of the Parties and which could not be avoided by taking appropriate due diligence measures;

(j) Delay - any failure of the Contractor or the Purchaser to perform any contractual obligations within the agreed term;

(k) Law - norm, regulation with a binding character and which refers to Romanian legislation but also to Regulations issued by the EC and also to the obligations arising from the treaties to which the Romanian state is a party and any other directly applicable secondary legislation from Community law or from community jurisprudence;

(l) Month - calendar month (12 months/year);

(m) Electronic means of communication within the Contract - electronic processing equipment, including digital compression, and storage of data emitted, transmitted and, respectively, received by cable, radio, optical means or by other electromagnetic means and used including for the transmission of the Results obtained within the Contract;

(n) Non-conformity (non-conformities) - poor quality execution or deficiencies that violate the safety, quality or technical and/or professional requirements provided by this Contract and/or the applicable Law and/or that make the Results of the provision of the products unsuitable for their purposes, as provided in this Agreement and/or the applicable Law as well as any deviation from the requirements and objectives established in the technical specifications. Nonconformities include both apparent defects and hidden defects of the Products that are the subject of this Agreement;

(o) Offer - the legal act by which the Contractor has expressed his will to engage, from a legal point of view, in this Contract for the purchase of Products and includes the Financial Proposal, the Technical Proposal as well as other documents that were mentioned in the Purchase Documentation;

(p) Penalty - the amount of money established as a percentage in the Contract as payable by one of the Contracting Parties to the other Party in case of non-fulfilment of the

obligations in the Contract, in case of non-fulfilment of a part of the Contract or late fulfilment of the obligations, as established by the Contract Documents;

(q) Personnel - the persons designated by the Contractor or by any of the Subcontractors for the fulfilment of the Contract;

(r) Contract Price - The price payable to the Contractor by the Purchaser, based on and in accordance with the provisions of the Contract, the Contractor's offer and the procurement documentation, for the full and appropriate fulfilment of all obligations assumed by the Contract;

(s) Damage – the damage caused to the Purchaser by the Contractor through non-execution/improper execution or late execution of the obligations established in his charge, by this contract;

(t) Reception - represents the operation by which the Purchaser expresses his acceptance of the products provided under the purchase contract and on the basis of which he makes the payment;

(u) The technical specifications represent all the requirements, including prescriptions or the characteristics of a technical nature that allow the description of the products, objectively, in a manner corresponding to the fulfilment of the needs of the private applicant;

(v) Term - the time interval during which the Parties must fulfil their obligations, as established by the Contract, expressed in days, which begins to run from the beginning of the first hour of the first day of the term and ends at the expiration of the last hour of the last day of the term; the day during which an event took place or an act of the Purchaser was performed is not included in the calculation of the term. If the last day of a term expressed other than in hours is a legal holiday, a Sunday or a Saturday, the term ends at the expiration of the last hour of the next working day;

(w) Day - means calendar day, and year means 365 days; unless it is expressly stated that they are working days.

## 2. INTERPRETATION

**2.1.** In this Agreement, unless otherwise provided, words in the singular form shall include the plural form, and vice versa, and words in the masculine gender shall include the feminine form, and vice versa, where the context permits.

**2.2.** If contradictions are found between the provisions of the contractual clauses and the purchase documents, the specific rules established by the purchase documents will apply.

## 3. THE OBJECT OF THE CONTRACT

**3.1.(**1) The Contractor undertakes to supply, respectively sell, deliver and put into operation at the final destination communicated by the Purchaser the two reachstacker type mobile electrical equipment intended to contribute to the development of the superstructure in the Port of Constanța in order to facilitate trade international,

especially from/to Ukraine, necessary for the implementation of the project submitted for financing within the call PT/153/PT_P7/OP3/RS03.1/P T_ A16, launched for the TRANSPORT PROGRAM 2021-2027

(2) Also, the Contractor undertakes to ensure the training of the staff designated by the Purchaser for the operation of the two pieces of equipment within maximum 3 working days since their commissioning at the location indicated in the content of the order note.

**3.2.** The Purchaser undertakes to pay the Contractor the price agreed in this contract for the two reachstacker type mobile electrical equipment, respecting the provisions of art. 4 of this contract.

4. PRICE OF THE CONTRACT

**4.1.** (1) The agreed price for the fulfilment of the contract, respectively the price related to the two pieces of equipment delivered and received by the Purchaser, payable to the Contractor is .....Lei, at which VAT is added in the amount of ..... lei, according to the legal provisions.

(2) The payment of the price will be made within 15 days from the receipt of the original invoice by the Purchaser, being conditional upon the receipt of the two pieces of equipment by him.

**4.2.** If, for reasons related to the Contractor's fiscal residence, it is necessary for the payment to be made in another currency, the equivalence will be established using the BNR exchange rate on the day the invoice is issued by the Contractor.

**4.3.** The Contract price is firm and does not adjust.

5. DURATION OF THE CONTRACT

**5.1.** The hereby Agreement enters into force on the date of its signing by both parties and is finalized on the date of the fulfilment of all contractual obligations of the Parties.

**5.2.** The equipment delivery time is ..... days from the date of transmission of the order note by the buyer, without it being able to exceed the date of November 15, 2024.

**5.3.** (1) The order note for the delivery of the two equipments that are the subject of this contract will be sent by the Purchaser within no more than 3 working days from the signing of this contract.

**5.4.** The Purchaser will detail in the order note sent to the Contractor all the requirements that he considers relevant for the supply of products which comply with the technical specifications developed by him, expressly indicating their delivery location.

6. CONTRACT DOCUMENTS

**6.1.** The documents of this Agreement are:

a) The technical specifications, including, if applicable, the clarifications and/or remedial measures brought before the submission of the offers regarding the technical and financial aspects - Annex no. 1;

b) The technical proposal, including the delivery schedule and, if applicable, the clarifications from the evaluation period - Annex no. 2;
c) The financial proposal, including, if applicable, the clarifications from the evaluation period - Annex no. 3.
d) The statement regarding not falling into the situations provided for in art. 14 of the Governmental Emergency Ordinance no. 66/2011 regarding the prevention, detection and sanctioning of irregularities in obtaining and using European funds and/or national public funds related to them, with subsequent amendments and additions - Annex no. 4
e) Any other relevant documents for the proper execution of this contract, such as subcontracting contracts, as the case may be-

7. ORDER OF PRECEDENCE

**7.1.** In case of any contradiction between the documents provided for in art. 6, the provisions of the technical specifications drawn up by the Purchaser for the delivery of the equipment that are the subject of this contract will prevail.

**7.2.** Also, if, during the performance of the Contract, it is found that certain elements of the Technical Proposal are inferior or do not correspond to the technical specifications drawn up by the Purchaser, the provisions of this last document will take precedence.

8. COMMUNICATION BETWEEN THE PARTIES

**8.1.** Any communication made by the Parties shall be in writing and sent by registered letter with acknowledgment of receipt or by another means of communication that ensures confirmation of receipt of the document.

**8.2.** Communications between the Parties can also be made by fax or e-mail, provided that the receipt of the communication is confirmed in writing.

**8.3.** If the sender requires acknowledgment of receipt, it must indicate this requirement in its communication and request such proof of receipt whenever there is a deadline for receipt of the communication. In any case, the sender takes all necessary measures to ensure the timely and timely receipt of his communication.

**8.4.** The addresses to which communications are sent are the following:

| | |
|---|---|
| For | For |
| Acquirer: | Contractor: |
| Address: | Address: |
| Telephone/Fax: | Telephone/Fax: |
| E-mail: | E-mail: |
| Contact person: | Contact person: |

**8.5.** Any communication between the Parties must contain details regarding the identification elements of the Contract (title and registration number) and be sent to the address/addresses mentioned in art. 8.4.

**8.6.** Any communication made by one of the Parties shall be considered received:

a) at the time of receipt by the addressee, in the case of sending by registered letter with confirmation of receipt,
b) at the time of receipt of the confirmation by the sender, if the communication is made by fax or e-mail (provided that the sending did not occur on a non-working day, in which case it will be considered received at the first hour of the next working day).

**8.7.** The parties agree that non-compliance with the requirements regarding the method of communication established in this Agreement shall be sanctioned with the unenforceability of said communication.

**8.8.** In any situation where it is necessary to issue notifications, notices, instructions or other forms of communication by one of the Parties, unless otherwise specified, these communications will be drafted in the language of the Contract and will not be unreasonably withheld or delayed.

**8.9.** No change to the contact data provided in this Agreement is enforceable against the other Party, unless it has been notified in advance.

9. COMMENCEMENT, DELAYS, TERMINATION

**9.1.** (1) The contractor has the obligation to deliver the two mobile electrical equipment within the assumed term according to the provisions of art. 5.2 of this contract, without this term being able to exceed November 15, 2024.

(2) The delivery term starts to run from the day immediately following the receipt by the Contractor of the order note issued by the Purchaser.

**9.2** (1) If, during the performance of the contract, there are any reasons for delay, which are not due to the Contractor, or other unusual circumstances likely to occur, other than through the breach of the Contract by the Contractor, which will cause the assumed delivery term to be exceeded by offer with more than 10 working days, this contract will remain void and cease to produce legal effects, given the imperative conditionality of completing the delivery of the equipment by November 15, 2024.

(2) The contractor will not be entitled to request compensation if he finds himself in one of the situations provided for in the previous paragraph of art. 9.2 of this contract.

10. DELIVERY SCHEDULE

**10.1** The delivery of the Products is carried out in compliance with the terms assumed by the delivery schedule included in the technical proposal and accepted by the Purchaser, which represents an integral part of this contract.

**10.2** The verification of the fulfilment of the contractual obligations by the Contractor and the assessment of the status of the activities, in the sense of compliance with the Terms established for the delivery of the Products, is done by referring to the content of the accepted Delivery Schedule.

**10.3** (1) If, during the duration of the Contract, the Purchaser finds and considers that the delivery of the Products does not comply with the physical scheduling of the activities,

as established by the Delivery Schedule, it will request the Contractor to present the updated schedule,

(2) In the situation described in the previous paragraph, the Contractor has the obligation to present the revised schedule, which ensures compliance with the initial delivery term assumed in the offer.

(3) If, for objective reasons not due to the fault of the Contractor, the delivery deadline stipulated by the technical proposal cannot be met, the Purchaser will accept the revision of the schedule, provided that the new assumed deadline does not exceed November 15, 2024.

## 11. MODIFICATION OF THE CONTRACT, REVISION CLAUSES

**11.1**. During the period of validity of the Contract, the Parties have the right to agree on the modification and/or completion of its clauses, without organizing a new procurement procedure, with the consent of the Parties, without affecting the general character of the Contract, within the limits of the provisions provided by the normative acts in force.

**11.2.** Contractual changes must not affect, in any case and in any way, the result of the competitive procedure organized by the Purchaser, by cancelling or diminishing the competitive advantage on the basis of which the Contractor was declared the winner within it.

**11.3**. The amendment will only take effect if the parties have agreed on this aspect by signing an additional act. Acceptance of the change may also result from the fact of its execution by both parties.

## 12. EVALUATION OF CHANGES TO THE CONTRACT AND THEIR CIRCUMSTANCES, IF APPLICABLE

**12.1.** Identifying the circumstances that generate the Contract Modification is the responsibility of both Parties.

**12.2.** Amendments to the Contract are carried out by the Parties, within the Contract Execution Period and in compliance with the provisions stipulated in chapter 8. - Communication between the Parties of this Contract, as a result of:

a) the identification, determination and documentation of fair and necessary solutions, in relation to the circumstances that could prevent the fulfilment of the object of the Contract and the benefits sought by the Purchaser as these objectives are specified in the Terms of Reference and/or

b) the conclusions obtained as a result of the evaluation of the Contractor's activities, results and performance within the Contract. The parties establish, through consultation, the effects of the solutions on the Delivery Term/Terms and/or on the price of the Contract and/or on the Products, as they are the subject of the Contract. The effects of the solutions,

quantified, become Contractual Changes, which may consist in extending the Delivery Term/Terms.

**12.3.** Each Party has the obligation to notify the other Party, if it finds the existence of circumstances that may cause the Modification of the Contract, delay or prevent the delivery of the Products or that may cause an increase in the price of the Contract.

**12.4.** If the Contractor experiences delays and/or additional costs are incurred as a result of an error, omission, defect in the Purchaser's requirements and the Contractor proves that it was unable to detect/notice such an error/omission/defect until the submission of the offer, the Contractor notifies the Purchaser, having the right to request the modification of the contract.

13. SUBCONTRACTING, IF APPLICABLE

**13.1** The Contractor has the right to subcontract any part of this Contract and/or may change the Subcontractor(s) specified in the Technical Proposal only with the prior written consent of the Purchaser.

**13.2.** The Contractor has the obligation to present at the conclusion of the Contract the contracts concluded with the Subcontractors designated in the Offer submitted for the award of this Contract. The Subcontracting Contract/Contracts are annexed to the Contract, forming an integral part of it.

**13.3.** The Contractor has the right to request the Purchaser, at any time during the Contract, only on the basis of justified reasons, either to replace/relinquish a Subcontractor, or to involve new Subcontractors. The Contractor must request, in writing, the Purchaser's prior approval before entering into a new Subcontracting Agreement.

**13.4.** The Purchaser notifies the Contractor of its decision regarding the replacement of a Subcontractor/the involvement of a new Subcontractor, giving reasons for its decision in case of rejection of approval.

**13.5.** The Contractor undertakes to conclude Subcontracting Agreements only with Subcontractors who express their agreement regarding the contractual obligations assumed by the Contractor through this Agreement.

**13.6.** No Subcontracting Agreement creates contractual relations between the Subcontractor and the Purchaser. The Contractor is fully responsible to the Purchaser for the manner in which it fulfils the Contract. The Contractor is responsible for the acts and deeds of its Subcontractors as if they were the acts or deeds of the Contractor. The Purchaser's approval of the subcontracting of any part of the Contract or the Contractor's employment of Subcontractors for certain parts of the Contract does not release the Contractor from any of its obligations under the Contract.

**13.7.** Any change of the Subcontractor without the prior written approval of the Purchaser or any assignment of a part of the Contract by the Subcontractor to third parties is considered a breach of the Contract, a situation that entitles the Purchaser

to resolution/termination of the Contract and obtaining compensation from the Contractor.

14. CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PERSONAL DATA

**14.1.** The Contractor shall consider all documents and information made available to him in order to conclude and execute the Contract as strictly confidential.

**14.2** The obligation of confidentiality does not apply in the case of legal requests regarding the disclosure of information received, in official format, from certain public authorities according to the applicable legal provisions.

15. MAIN OBLIGATIONS OF THE PURCHASER

**15.1.** The Purchaser shall make available to the Contractor, promptly, any information and/or documents it possesses that may be relevant for the execution of the Contract.

**15.2**. The Purchaser undertakes to comply with the technical specifications that were drawn up and made available to the economic operators in order to prepare and submit offers in the competitive procedure that was the basis for awarding this contract.

**15.3** The Purchaser assumes responsibility for the veracity, correctness and legality of the data/information/documents made available to the Contractor in order to fulfil the Contract. In this regard, it is assumed that all data/information transmitted to the Contractor is true.

**15.4** The Purchaser has the obligation to designate, within 3 (three) days after the signing of the contract, the contact person.

**15.5** Also, the Purchaser undertakes to issue the order note for the supply of mobile electrical equipment by the Contractor within 3 working days from the signing of this contract.

**15.6** The Purchaser undertakes to receive the supplied products and to certify their compliance as provided in the technical specifications, within a maximum of 5 working days from the fulfilment of the essential obligations of the Contractor regarding their delivery, putting them into operation and training the personnel nominated for their operation.

**15.7** (1) If non-conformities of the delivered equipment are found, the Purchaser shall notify the Contractor of the operation of the necessary remedies, within 5 working days.

(2) If, following the transmission of such a notification by the Purchaser, the Contractor unreasonably refuses to carry out the necessary remedies, the former has the right to resolve/terminate the contract when the delivered product is rejected.

**15.8** (1) The reception of the equipment will be carried out in compliance with the technical specifications that were the basis for the preparation of the offer submitted by the economic operator selected to execute this contract.

(2) In order to carry out the reception, the following will be taken into account:

a) The purchaser or his representative has the right to inspect and/or test the supplied products to verify compliance with the specifications in the annex(es) to the contract
b) The inspections and tests to which the products will be subjected, as well as the conditions for passing the provisional (quantitative) and final (qualitative) acceptance, will be carried out based on the technical offer attached to this contract, as well as according to the requirements of the product user manual delivered on the basis of this contract, by concluding reception minutes signed by both parties
c) The inspections and the tests within the provisional reception and the final (qualitative) reception will be done at the final destination of the products
d) If any of the components of the product that have been inspected or tested do not correspond to the specifications, the buyer has the right to reject it, and the supplier, without changing the contract price, has the obligation:
    1. to replace the refused products; or
    2. to make all the necessary changes so that the products correspond to their technical specifications.
e) The purchaser's right to inspect, test and, if necessary, reject shall not be limited or delayed by reason of the fact that the respective components of the product have been inspected and tested by the Contractor, with or without the participation of a representative of the purchaser, prior to their delivery to the final destination.

**15.9** The Purchaser undertakes to pay the Contract Price to the Contractor, within a maximum of 15 days from the receipt of the original invoice at its headquarters, but the payment is conditional on the prior acceptance of the equipment, as a result of going through the procedure of their reception. and only under the terms of the Specifications.

16. MAIN OBLIGATIONS OF THE CONTRACTOR

**16.1.** The Contractor will provide the equipment that is the subject of this contract, in compliance with the provisions of the procurement documentation and the offer on the basis of which the contract was awarded, to the standards and performances provided in the technical and financial offer, annex to the contract.

**16.2.** (1) The Contractor undertakes to deliver equipment in the within …… days from transmission order note by the Purchaser, but without exceeding the date of November 15, 2024.

(2) In the event in which the Contractor will delay the delivery of the respective equipment with more than 10 working days over the deadline undertaken in the offer, the Purchaser will be able to proceed to the termination of this contract.

**16.3.** The Contractor undertakes to notify the Purchaser of the effective date of the delivery of the mobile electrical equipment that is the subject of this contract, with at

least 10 working days before, through the means of communication mentioned in art. 8 of the contract.

**16.4** Until the delivery of the equipment that is the subject of this contract, to the location indicated in the order note sent by the Purchaser, the Contractor undertakes the risks involved in their transport.

**16.5.** Also, the Contractor undertakes to deliver and put into operation the equipment delivered to the location indicated by the Purchaser within the firm order sent by the latter, in the presence of the representatives of both contracting parties.

(2) At the same time, the Contractor undertakes to ensure the training of the persons who will operate the respective facilities, in an interval that will not exceed 3 working days from their commissioning.

**16.6.** The costs of handling, loading, transport, installation, as well as other costs caused by the delivery and commissioning of the equipment will be borne by the Contractor.

**16.7**.The Contractor will provide the Products with care, efficiency and diligence, in compliance with the legal provisions, approvals and technical, professional and quality standards in force.

**16.8** . The Contractor shall comply with all the legal provisions in force in Romania and shall ensure that his Personnel, involved in the Contract, shall comply with the legal provisions, approvals and technical, professional and quality standards in force.

**16.9** The Contractor has the obligation to designate, within 3 days of signing the contract, the contact person.

**16.10.** The Contractor undertakes to issue the invoice related to the equipment delivered under this Contract only after the quantitative and qualitative reception of the products.

**16.11.** The Contractor is fully responsible for supplying the equipment under the conditions provided by the technical specifications, ensuring their compliance with his technical proposal. At the same time, he is responsible both for the safety of all operations and supply methods, as well as for the qualification of the personnel used throughout the duration of the contract.

**16.12.** The Contractor cannot be held responsible for the breach by the Purchaser or any other person of the applicable regulations regarding the way of using the Products.

## 17. CONFLICT OF INTEREST

**17.1** The Contractor will take all necessary measures to prevent or stop any situation that could compromise the objective and impartial performance of the Contract. Conflicts of interest may arise, in particular, as a result of economic interests, political or nationality affinities, kinship or affinity ties or any other common ties or interests. Any conflict of interest arising during the execution of the Contract must be notified in writing to the Purchaser, without delay.

**17.2** The Contractor shall ensure that its Personnel are not in a situation that could generate a conflict of interest. The Contractor shall replace, immediately and without

any compensation from the Purchaser, any member of his Staff, who finds himself in such a situation (e.g.: replacement, termination, approval, travel/delegation, schedule/schedule), with another person who meets the minimum conditions established by this Contract.

**17.3.** The contractor has the obligation to comply with the legal provisions in the procurement field regarding the avoidance of conflict of interests.

18. OBLIGATIONS REGARDING DAMAGES AND DELAY PENALTIES

**18.1.** The Contractor undertakes to indemnify the Purchaser within the limit of the damage caused, against any:

a) claims and legal actions, resulting from the violation of intellectual property rights (patents, names, trademarks, etc.), related to the equipment, materials, installations used for or in connection with the Products provided, and/or

b) damages, compensations, penalties, costs, taxes and expenses of any kind, related to possible violations of intellectual property rights, as well as of its obligations according to the provisions of the Contract.

**18.2** The Contractor will indemnify the Purchaser to the extent that the following conditions are cumulatively met:

a. the compensations shall refer exclusively to the damages suffered by the Purchaser as a result of the Contractor's fault;
b. The Purchaser has notified the Contractor of the receipt of a notification/request regarding the incidence of any of the situations provided above;
c. the amount of compensation was established by enforceable titles issued according to legal provisions/final court rulings, as the case may be.

**18.3** In the event that the Contractor does not fulfill his obligations under the contract on time or fulfills them improperly, then the Purchaser has the right to deduct from the contract price, as penalties, an amount equivalent to 0.15% per day of delay from the value of the contract remaining to be executed.

**18.4.** If the buyer does not honor the invoice within 15 days of receiving the invoice and the supporting documents, he is obliged to pay, as penalties, an amount equivalent to a percentage of the unpaid payment: 0.15%/day late, but without exceeding the contract price.

**18.5.** The Contractor's liability does not operate in the following situations:

a. the data/information/documents necessary for the fulfilment of the Contract are not made available to the Contractor or are made available late;
b. non-execution or improper execution of the Contractor's obligations is due to the Purchaser's fault;
c. The contractor is in the fortuitous impossibility of executing the imputed contractual obligations.

**18.6** The late payment penalties are due as of right from the due date of the obligations assumed under this contract.

19. OBLIGATIONS REGARDING INSURANCE AND WORK SAFETY TO BE OBSERVED BY THE CONTRACTOR

**19.1** The contractor undertakes to comply with the regulations relating to working conditions and labour protection and, as the case may be, agreed international standards regarding the workforce, conventions regarding freedom of association and collective bargaining, the elimination of forced and compulsory labour, the elimination of discrimination in on employment and employment and the abolition of child labour.

20. INTELLECTUAL PROPERTY RIGHTS

**20.1** Any Result/Results developed and/or processed by the Contractor in the execution of the Contract will become the exclusive property of the Purchaser, at the time of payment of the amounts due to the Contractor according to the provisions of this Contract.

21. OBLIGATIONS RELATING TO THE QUALITY OF THE PRODUCTS

**21.1.** The Contractor guarantees to the Purchaser that it operates a quality management system for the Products supplied under the Contract and that it will apply this system throughout the duration of the Contract. The Contractor shall correct, at his own expense, any non-conformity, so as to demonstrate, at any time, to the Purchaser, that the remedy of these non-conformities is carried out according to the Quality Management Plan.

**21.2.** The Purchaser shall notify the Contractor of each Non-Conformity as soon as it identifies it. Upon Completion, the Contractor shall notify the Purchaser of the Nonconformities that have not been remedied and shall notify the Purchaser of the period for their remediation. The Purchaser's rights regarding any non-conformity not identified or notified by the Contractor, during the period of the Contract, are not affected. The Contractor shall remedy the Nonconformities, within the deadline communicated by the Purchaser.

22. FORCE MAJEURE

**22.1.** Force majeure and fortuitous events exempt the Parties from liability in the event of partial or total non-execution of the obligations assumed by this Agreement, in accordance with the provisions of art. 1.351 of the Civil Code.

**22.2.** Force majeure and fortuitous event must be proven.

**22.3**. The party invoking force majeure or fortuitous event has the obligation to inform the other party, in writing, as soon as the event occurred.

**22.4** The party that invoked force majeure or fortuitous event has the obligation to inform the other party of the termination of its cause as soon as the event has ended.

**22.5** The fulfilment of the contract will be suspended during the period of action of force majeure, but without prejudice to the rights that were due to the parties until its occurrence.

**22.6**. If the force majeure acts or is estimated to act for a period longer than 15 days, each party will have the right to notify the other party of the full termination of this contract, without any of the parties being able to claim damages to the other.

23. TERMINATION OF THE CONTRACT

**23.1** This Agreement terminates by right upon reaching the deadline or at the time when all the obligations established for the parties have been executed.

**23.2.** The Purchaser reserves the right to resolve/terminate the Contract, without affecting the right of the Parties to claim payment of damages or other damages, if:

a. The Contractor does not comply, within the time period, according to the notice issued by the Purchaser, by which he is requested to remedy the non-conformity and/or to perform the obligations arising from this Contract;
b. The Contractor subcontracts parts of the Contract without the written consent of the Purchaser;
c. The contractor delays the delivery of the equipment by more than 10 working days beyond the term assumed in the offer,
d. Any organizational change takes place that involves a change regarding the legal personality, nature or control of the Contractor, except in the case where such changes are made by Additional Act to this Contract, in compliance with the legal provisions;
e. Any other legal disabilities that prevent the execution of the Contract become incidents;
f. If bankruptcy proceedings are opened against the Contractor;
g. The Contractor has committed irregularities or frauds within the competitive procedure or in connection with its execution, which have caused damage to the Purchaser;
h. The acquisition by the Purchaser of the results of this contract is seriously compromised as a result of the delays recorded in the delivery of the equipment, delays due to the fault of the Contractor.

**23.3.** The Contractor may resolve/terminate the Contract without affecting the right of the Parties to claim payment of damages or other damages, if:

a. The Purchaser committed essential errors, irregularities or fraud in the procedure for awarding the Contract or in connection with its execution, which caused damage to the Contractor.

b. The Purchaser does not fulfil its payment obligations for the products provided by the Contractor, under the conditions established by this Contract.

**23.4** The provisions of this Contract regarding the resolution/termination of the Contract are supplemented by the provisions regarding resolution/termination of the Civil Code in force, as follows:

(i) Failure to comply with the obligations assumed by this contract by one of the parties, culpably and repeatedly, entitles the injured party to consider the contract legally terminated.

(ii) Non-compliance by one of the parties, due to its exclusive fault, of the obligations assumed by this contract, entitles the other party to terminate the contract and claim the payment of damages, the amount of which will be established in accordance with the provisions laws in force.

(iii) Termination will operate as of right at the expiration of a period of 10 days from the transmission of the written notification by the injured party, if the party at fault does not fulfil its obligations assumed within this period. Immediately after receiving the notice of termination of the contract, the Contractor will take all necessary measures to stop the execution of its obligations in a prompt and organized manner, so that the costs are minimal

(iv) The purchaser reserves the right to unilaterally terminate the supply contract, within 10 days at most from the occurrence of circumstances that could not have been foreseen at the time of the conclusion of the contract and which lead to the modification of the contractual clauses to such an extent that the fulfilment of the respective contract would be contrary to the public interest.

(v) The Purchaser has the right to request the termination of the contract at any time, by a written notice addressed to the Contractor without any compensation, if he is declared bankrupt, provided that such cancellation does not prejudice or affect the right of action or compensation this one.

(vi) In the situation where the Purchaser considers himself entitled to proceed with the unilateral termination of the contract, the Contractor will only be able to claim the corresponding payment for the part of the contract fulfilled up to the moment when this termination occurs.

(ix) This contract terminates without the intervention of the courts, in one of the following situations:

a) expiration of the duration stipulated in the contract, including the duration of its extension, through an act additional;

b) through the agreement of the parties;

c) through the dissolution in the conditions of the law and the hereby contract, by one of the parties following the non-fulfilment of the contractual obligations by the other side, with condition notification prior to the other part with at least 10 days before the date on which this one is to produce its effects;

d) through or dissolution of any of the parties from the contract;

e) through the unilateral denunciation by one of the parties with the condition of a prior notification of the other party, with at least 10 days before the date on which this one is to produce the effects;

f) other clauses stipulated by the legislation in the force.

(x) The party invoking the termination of the contract shall notify the other party of the reason for termination at least 10 days before the date on which it is to take effect.

(xi) The provisions of this article do not remove the liability of the party that culpably caused the termination of the contract.

24. LANGUAGE OF THE CONTRACT

**24.1** The language of this Agreement and of all written communications will be the official language of the Romanian State, respectively the Romanian language.

25. APPLICABLE LAW

**25.1.** The law applicable to this Contract is Romanian law,

**25.2.** The interpretation of the provisions of this contract will be carried out in accordance with the provisions of Romanian legislation. u

26. RESOLUTION OF POTENTIAL DISPUTES AND DISPUTES

**26.1** The parties will make every effort to resolve amicably, through direct negotiations and amicable negotiation, any misunderstanding or disputes/divergences that may/may arise between them within or in connection with the performance of the Contract.

**26.2** If the dispute has not been resolved in this way and the Parties continue to have divergent opinions in relation to or in the performance of the Contract, they must notify each other in writing, regarding their position on the matter in dispute as well as regarding the resolution which I see for its solution.

**26.3** If the attempt at an amicable solution fails or if one of the Parties does not respond within 10 days to the request, any of the Parties has the right to address the competent courts.

In witness whereof, the Parties concluded this Agreement today, *[date of conclusion of the Agreement]*, in *[locality]*, in *[number of copies in figures]* (*[number of copies in letters]*) copies.

**Purchaser** **Contractor**

MINISTERUL JUSTIȚIEI TRADUCĂTOR ȘI INTERPRET GĂRI NEGUT OANA AUT. NR. 3378 ROMÂNIA

Oana Gari Negut

Digitally signed by Oana Gari Negut
Date: 2023.12.10 17:41:55 +02'00'