

## AGREEMENT

## ACORD

### ON THE GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

### CU PRIVIRE LA TERMENII SI CONDITIILE GENERALE PENTRU VANZAREA DE PRODUSE

**THIS AGREEMENT ON THE GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS** (the “**Agreement**”) has been made and entered into on ..... by and between:

**PREZENTUL ACORD CU PRIVIRE LA TERMENII SI CONDITIILE GENERALE PENTRU VANZAREA DE PRODUSE** (“**Acordul**”) a fost intocmit si incheiat la data de ..... intre:

**SC BRIDGESTONE ROMANIA SRL**, having its registered office in Bucharest, District 2, 153-155 Dacia Blvd., 3rd floor, registered with the Trade Registry under no. J40/8853/2008, sole registration code 23920513, represented by Florin Ponoran, in capacity as General Manager (hereinafter referred to as “**Seller**” or “**Bridgestone**”)

**SC BRIDGESTONE ROMANIA SRL**, cu sediul social in Bucuresti, sector 2, Bd. Dacia nr. 153-155, etaj 3, inregistrata la Registrul Comertului cu nr. J40/8853/2008, CUI 23920513, reprezentata de Florin Ponoran, in calitate de Director General (denumita in cele ce urmeaza “**Vanzatorul**” sau “**Bridgestone**”)

and

si

.....having its registered office in ....., strada, registered with the Trade Registry under no. ...., sole registration code ....., represented by ....., in capacity as General Manager (hereinafter referred to as “**Buyer**”)

....., cu sediul social in ....., strada ....., inregistrata la Registrul Comertului cu numarul ....., CUI....., reprezentata de ....., in calitate de Director General (denumita in cele ce urmeaza “**Cumparatorul**”)

each of the Seller and the Buyer shall be referred in this Agreement as the “**Party**” and collectively as the “**Parties**”

Vanzatorul si Cumparatorul vor fi denumiti in prezentul Acord drept “**Partea**” si colectiv drept “**Partile**”

#### THE PARTIES HAVE AGREED AS FOLLOWS:

#### PARTILE AU CONVENIT URMATOARELE:

##### 1. DEFINITIONS AND INTERPRETATION

##### 1. DEFINITII SI INTERPRETARI

###### 1.1. Definitions

###### 1.1. Definitii

In this Agreement, unless otherwise provided:

In prezentul Acord, exceptand cazul in care este prevazut contrariul:

“**Affiliate**” means, with respect to a person, any other person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with the relevant person;

“**Afiliat**” reprezinta, cu privire la o persoana, orice alta persoana care, direct sau indirect, prin intermediul unuia sau mai multor intermediari, Controleaza, este Controlata de, sau se afla sub Control comun cu persoana respectiva;

<p><b>“Business Day”</b></p>	<p>means a day (other than a Saturday or Sunday) on which banks are generally open in Bucharest, Romania for normal business;</p>	<p><b>“Zi Lucratoare”</b></p>	<p>reprezinta o zi (cu exceptia zilelor de sambata si duminica) in care bancile sunt in general deschise in Bucuresti, Romania pentru desfasurarea activitatilor curente;</p>
<p><b>“Confidential Information”</b></p>	<p>means all information relating to Bridgestone or its Affiliates business, markets and Products (as hereinafter defined), but shall not include any such information which (i) as of the date of disclosure to Buyer was already lawfully in Buyer’s possession and not subject to a non-disclosure or confidentiality arrangement; (ii) is or becomes publicly available without a breach of this Agreement;</p>	<p><b>“Informatii Confidentiale”</b></p>	<p>reprezinta toate informatiile referitoare la activitatea, pietele si Produsele Bridgestone sau ale Afiliatilor acesteia (asa cum sunt definiti acestia in cuprinsul prezentului Acord), dar nu include nicio informatie care (i) la data divulgarii catre Cumparator se afla deja in mod legal in posesia Cumparatorului si nu intra sub incidenta niciunui angajament de ne-divulgare sau confidentialitate; (ii) este sau devine publica fara incalcarea prezentului Acord;</p>
<p><b>“Conditions of Quality and Guarantee”</b></p>	<p>means the quality standard and the terms and conditions of guarantee applicable to the Products provided in Annex 1 hereto, which may be unilaterally amended by Bridgestone from time to time;</p>	<p><b>“Conditile de Calitate si Garantie”</b></p>	<p>reprezinta standardul de calitate si termenii si conditiile garantiei aplicabile Produselor, prevazute in Anexa 1 la prezentul Acord, care pot fi modificate in mod unilateral periodic de catre Bridgestone;</p>
<p><b>“Control”</b></p>	<p>means, as to any person or shares, the possession directly or indirectly, of the power to direct or cause the direction of the management of that person or shares, whether through ownership of shares, voting rights, partnership, shareholders or other ownership interests agreement or otherwise, and the terms Controlled and Controlling shall be construed accordingly;</p>	<p><b>“Control”</b></p>	<p>reprezinta, cu privire la orice persoana sau actiune, detinerea directa sau indirecta, a capacitatii de a coordona sau de a determina coordonarea conducerii persoanei sau actiunii respective, fie prin detinerea de actiuni sau parti sociale, drepturi de vot, parteneriat, asociati sau alte tipuri de participatii pe baza de contracte sau in orice alt mod, iar termenii Controlat si de Controland vor fi interpretati in consecinta;</p>

<b>“D/A”</b>	means the payment arrangement in which the Seller hands over the document of title to the Buyer only subject to the Buyer accepting the accompanying payment instruction by signing it;	<b>“Livrare la Acceptare”</b>	reprezinta modalitatea de plata conform careia Vanzatorul preda Cumparatorului documentul care constituie titlul de proprietate doar daca prin semnare Cumparatorul accepta instructiunile de plata care il insotesc;
<b>“D/P”</b>	means the payment arrangement in which the Seller hands over the document of title to the Buyer only subject to the Buyer fully paying the accompanying payment instruction;	<b>“Livrarea la Plata”</b>	reprezinta modalitatea de plata conform careia Vanzatorul preda Cumparatorului documentul care reprezinta titlul de proprietate doar daca acesta plateste integral instructiunile de plata care il insotesc;
<b>“RON”</b>	means Romanian lei, the lawful currency of Romania as of 1 July 2005;	<b>“RON”</b>	reprezinta leul romanesc, moneda valabila in Romania de la data de 1 iulie 2005;
<b>“Marks”</b>	means the various trademark, service marks, names and designs used by Bridgestone, and its Affiliates, in connection with the Products;	<b>“Marci”</b>	reprezinta diferite marci comerciale, marci de serviciu, denumiri si desene industriale utilizate de catre Bridgestone si Afiliatii acestuia in legatura cu Produsele;
<b>“Products”</b>	New and Retread Tyres sold by Bridgestone under its brands for passenger cars, vans, trucks, buses and other vehicles, materials for Bandag retread partners, Wheels and other Products or services related to the tire business activities;	<b>“Produse”</b>	Anvelope noi sau esapate comercializate sub marcile detinute de Bridgestone pentru autovehicule, camionete, camioane, autobuze si toate celelalte vehicule; produse pentru partenerii din centrul Bandag, Roti si alte Produse sau servicii in legatura cu activitatea comerciala cu anvelope;
<b>“Remittance”</b>	means the payment arrangement in which the Buyer shall make the payment via common payment method (i.e. swift, payment order, electronic payment) after the receipt of the document of title.	<b>“Remitere”</b>	reprezinta modalitatea de plata conform careia Cumparatorul efectueaza plata prin intermediul unor metode de plata comune (ex. swift, ordin de plata, plata electronica) dupa primirea documentului care constituie titlul de proprietate.

## **1.2. Interpretation**

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- 1.2.1. Words denoting persons shall include physical persons, bodies corporate and unincorporated associations of persons;
- 1.2.2. Any reference to the singular shall include the plural and vice versa, whilst any reference to a gender shall include the other and neutral genders.
- 1.2.3. The headings and captions hereunder are for ease of reference and convenience only and shall not affect in any way the meaning or interpretation of the Agreement.
- 1.2.4. A reference to a document is a reference to that document as amended, supplemented, varied, restated or novated from time to time.
- 1.2.5. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision.
- 1.2.6. Each reference to an “article” of this Agreement shall include all sub-articles of such “article”.
- 1.2.7. Each of the Annexes is hereby incorporated into and made a part of this Agreement for all purposes.
- 1.2.8. Any agreement, covenant, representation, warranty, undertaking or liability arising under this Agreement on the part of two or more persons shall be deemed to be made or given by such persons jointly and severally.

## **2. SCOPE OF THE AGREEMENT**

- 2.1. During the period of this Agreement, and subject to the terms and conditions provided herein, Bridgestone undertakes to sell and the Buyer undertakes to purchase the Products based on the orders sent by the Buyer to the Seller from time to time.

## **1.2. Interpretare**

In sensul prezentului Acord, exceptand cazul in care este prevazut in mod expres contrariul sau daca contextul impune alt sens:

- 1.2.1. Cuvintele care fac referire la persoane vor include persoane fizice, entitati juridice si asociatii de persoane neinregistrate;
- 1.2.2. Orice referire la singular va include si plurarul si vice versa, in timp ce orice referire la gen va include si celelalte genuri precum si genul neutru.
- 1.2.3. Titlurile din prezentul document au doar valoare de referinta si convenienta si nu vor afecta in niciun mod sensul sau interpretarea prezentului Acord.
- 1.2.4. O referire la un document va fi o referire la respectivul document modificat, completat, schimbat, reformulat sau novat de-a lungul timpului.
- 1.2.5. Termenii “din prezentul,” “al/ai/ale prezentului” “in prezentul” si alte constructii similare se refera la prezentul Acord integral si nu la o prevedere anume.
- 1.2.6. Fiecare referire la un “articol” din prezentul Acord va include toate sub-articolele aceluia “articol”.
- 1.2.7. Fiecare Anexa este inclusa in si constituie parte integranta a prezentului Acord in orice scop.
- 1.2.8. Orice acord, conventie, declaratie, garantie, angajament sau raspundere decurgand din acest Acord pentru doua sau mai multe persoane se va considera dat sau facut de acele persoane impreuna cat si separat.

## **2. OBIECTUL ACORDULUI**

- 2.1. Pe perioada prezentului Acord, si in conformitate cu termenii si conditiile prevazute de catre acesta, Bridgestone se angajeaza sa vanda si Cumparatorul se angajeaza sa cumpere Produsele pe baza comenzilor adresate periodic de catre Cumparator Vanzatorului.

- 2.2. In addition to the above and subject to the acquisition of the Products, the Seller hereby grants the Buyer the right to use Bridgestone Marks in the advertising, promotion, sale and servicing of the Products.
- 3. TERM**
- 3.1. This Agreement is concluded for an indefinite period of time, starting with ..... and shall continue for as long as the Buyer submits to the Seller orders for the Products.
- 3.2. In the event of Agreement termination in accordance with article 11 below, the Parties shall duly fulfill the obligations arisen from orders placed prior to the envisaged termination date.
- 4. ORDERING, DELIVERY AND RECEIPT**
- 4.1. The sale of the Products by the Seller to the Buyer shall be performed upon specific orders placed by the Buyer in this respect, which shall provide the envisaged Products and specify the quantity thereof.
- 4.2. The orders shall refer to the Products provided in the price list which shall be communicated by the Seller from time to time. The prices of Products may be amended at any time by the Seller, without any consent being required from the Buyer in this respect.
- 4.3. The prices provided in the price list may be subject to various discounts or bonuses which shall be established by sole decision of the Seller and shall be applicable only to such commercial partners selected by the Seller, at its sole discretion.
- 4.4. The Seller shall notify the Buyer in respect of any amendments made to the price list 10 days in advance of the effective date of the relevant amendment.
- 4.5. Handover or delivery of the Products shall depend on their availability. If, due to the reasons beyond its control, the Seller is unable to meet its obligations arising from the order herein, it may terminate the Agreement without notice or annul the order or propose suitable alternative,
- 2.2. Pe langa cele de mai sus si sub conditia achizitiei de Produse, Vanzatorul acorda prin prezentul Cumparatorului dreptul de a utiliza Marcile Bridgestone in scopul publicitatii, promovarii, vanzarii si asigurarii service-ului Produselor.
- 3. DURATA**
- 3.1. Prezentul Acord este incheiat pe o perioada nedeterminata, incepand cu .....si va continua atata timp cat Cumparatorul va adresa Vanzatorului comenzi de Produse.
- 3.2. In eventualitatea rezilierii prezentului Acord in conformitate cu articolul 11 de mai jos, Partile isi vor indeplini in mod corespunzator obligatiile ce decurg din comenzile realizate inainte de data prevazuta pentru reziliere.
- 4. COMENZI, LIVRARE SI RECEPTIE**
- 4.1. Vanzarea Produselor de catre Vanzator Cumparatorului se va face in baza unor comenzi realizate in acest sens de catre Cumparator, care vor indica Produsele dorite si cantitatea acestora.
- 4.2. Comenzile se vor referi la Produsele prevazute in lista de preturi ce va fi comunicata periodic de catre Vanzator. Preturile Produselor pot fi modificate oricand de catre Vanzator, fara a fi necesar acordul Cumparatorului in acest sens.
- 4.3. La preturile specificate in lista de preturi se pot aplica diverse reduceri sau bonusuri care vor fi stabilite prin decizia exclusiva a Vanzatorului si care se vor aplica doar partenerilor comerciali selectati de catre Vanzator, la libera sa alegere.
- 4.4. Vanzatorul va notifica Cumparatorul cu privire la orice modificari oprite asupra listei de preturi cu 10 zile inainte de data intrarii in vigoare a modificarii respective.
- 4.5. Predarea sau livrarea Produselor se va face in functie de disponibilitate. Daca, din motive neimputabile, Vanzatorul nu poate sa-si indeplineasca obligatiile reiesite dintr-o comanda, poate rezilia Acordul fara preaviz, poate anula comanda sau poate propune o alternativa

informing the Buyer in writing about the existing situation and the reasons for which it is unable to fulfill the order.

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| 4.6. | The Seller shall provide the Products to the Buyer in such quantities and types as may be ordered by the Buyer, subject to available supply from the manufacturing and/or logistic facilities. For the avoidance of any doubt, upon receipt of an order, the Seller shall inform the Buyer in respect of the availability and/or term of delivery of the Products provided in the order. For the avoidance of any doubt, the Seller shall only be obliged to deliver to the Buyer such quantities and types of Products which the Seller has confirmed as available in the information sent to the Buyer upon receipt of an order. | 4.6. | Vanzatorul ii va furniza Cumparatorului Produsele in cantitatile si tipurile comandate de Cumparator, in functie de rezervele disponibile in cadrul unitatilor de productie si/sau logistice. Pentru evitarea oricarui dubiu, la primirea unei comenzi, Vanzatorul va informa Cumparatorul cu privire la disponibilitatea si/sau termenul de livrare a Produselor specificate in comanda. Pentru evitarea oricarui dubiu, Vanzatorul va fi obligat sa livreze Cumparatorului Produse doar in cantitatile si tipurile confirmate drept disponibile de catre Vanzator in informarea trimisa Cumparatorului la primirea unei comenzi. |
| 4.7. | Unless otherwise agreed by the Parties in writing, packing of the Products shall be at the Seller's option, but no obligation and shall be standard packing customary for the type of sold Products.   | 4.7. | Exceptand cazul in care Partile convin in scris contrariul, Vanzatorului va avea dreptul si nu obligatia sa ambaleze Produsele in modul considerat in mod obisnuit ca fiind standard pentru tipul Produselor vandute.  |
| 4.8. | Unless otherwise agreed in writing, packing of the Products shall not be considered as part of the Products and shall be invoiced by the Seller on a separate note.  | 4.8. | Exceptand cazul in care se convine in scris contrariul, ambalarea Produselor nu va fi considerata ca parte a Produselor si va fi facturata separat de catre Vanzator.  |
| 4.9. | Unless otherwise agreed by the Parties in writing, the Products shall be handed over to the Buyer at the Seller's warehouse. If the Products' delivery to the Buyer's warehouse has been agreed, during the Products' transportation from the Seller's warehouse to the Buyer's warehouse all risk connected with the loss or damage of the Products shall be borne by the Seller. At the moment of the Products' delivery to the Buyer's warehouse, the risk shall be transferred upon the Buyer.   | 4.9. | Exceptand cazul in care Partile convin in scris contrariul, Produsele vor fi predate Cumparatorului la depozitul Vanzatorului. Daca se convine asupra livrarii Produselor la depozitul Cumparatorului, riscurile pieririi sau deteriorarii Produselor pe durata transportului intre depozitul Vanzatorului si cel al Cumparatorului vor fi suportate de catre Vanzator. In momentul livrarii Produselor la depozitul Cumparatorului riscurile vor fi transferate asupra Cumparatorului.  |

- 4.10. For the avoidance of any doubt, the Seller retains title to the Products in question together with all security and other legal rights, including the ownership title, rescission, stoppage in transit, and the right to seize, reclaim and hold the Products in carrier's or warehouseman's possession until such time as the Buyer has paid the invoice in full. By exception from the aforementioned provisions, the Buyer is entitled to resale the Products as of the reception thereof, under the conditions of the performance of its current business, in this case, the ownership title over the Products from the Seller to the Buyer being transferred simultaneously with the respective resale of the Products. For the avoidance of any doubts, the Parties agree that such a resale or an eventual impossibility of the Buyer to resale the Products do not exonerate the Buyer from its obligation of paying the Purchase Price of Products to the Seller.
- 4.10. Pentru evitarea oricarui dubiu, Vanzatorul pastreaza proprietatea asupra Produselor impreuna cu toate garantiile si orice alte drepturi legale, inclusiv dreptul de proprietate, de revocare, de intrerupere a livrarii, si dreptul de a confisca, recupera si pastra Produsele in posesia transportatorului sau a depozitarului pana in momentul in care Cumparatorul achita integral sumele mentionate in factura. Prin exceptie de la prevederea de mai sus, Cumparatorul va avea dreptul sa revanda Produsele incepand cu data receptiei acestora, in conditiile desfasurarii activitatii sale curente, in acest caz, dreptul de proprietate asupra Produselor transferandu-se in mod automat de la Vanzator la Cumparator simultan cu respectiva revanzare a Produselor. Pentru evitarea oricarui dubiu, Partile sunt de acord ca o asemenea revanzare sau o eventuala imposibilitate a Cumparatorului de a revinde Produsele nu il scuteste pe acesta de obligatia platii Pretului catre Vanzator.
- 4.11. Delivery dates quoted by the Seller are estimates only. In addition, the Seller shall not be liable for any delay or failure to deliver Products resulting from any event beyond the Seller's control, including, but not limited to, any law or regulation of any governmental entity, foreign or civil wars, riots, interruptions of transportation, fires, floods, storms, strikes, lockouts, or other labor troubles, embargoes, blockades, or delay or failure of the Seller's suppliers to deliver necessary Products or components of the Products.
- 4.11. Datele de livrare specificate de catre Vanzator sunt doar estimative. De asemenea, Vanzatorul nu va fi rapsunzator pentru nicio intarziere sau neefectuare a livrarii Produselor ce rezulta in urma oricarui eveniment independent de controlul Vanzatorului, inclusiv, dar fara a se limita la, orice lege sau reglementare a oricarei entitati guvernamentale, razboaie internationale sau civile, revolte, intreruperea transporturilor, incendii, inundatii, furtuni, greve, blocaje sau alte conflicte de munca, embargo-uri, blocade, sau intarzierea sau neefectuarea de catre furnizorii Vanzatorului a livrarii Produselor sau componentelor necesare ale Produselor.
- 4.12. During the delivery, the Buyer shall inspect the Products especially with regard to quantity, correctness of references, appearance and visible defects. The Buyer shall then date and sign the appropriate delivery document and notify any remarks or claims concerning the delivery. Unless otherwise specified, such inspection shall be final in all respects. If such inspection is not done or its result not consigned on the delivery document, the Products are considered as being receipt and the Seller shall not be liable for any further claim involving error, obvious defects or damage claim
- 4.12. Pe parcursul livrarii, Cumparatorul va inspecta Produsele in special in ceea ce priveste cantitatea, corectitudinea referintelor, viciile aparente si vizibile. Ulterior, Cumparatorul va data si va semna procesul verbal de predare-primire si va notifica orice remarci sau nemulumiri in legatura cu livrarea. Exceptand cazul in care s-a mentionat contrariul, aceasta inspectie va fi finala sub toate aspectele. Daca aceasta inspectie nu este efectuata sau rezultatul ei nu este consemnat in procesul verbal de predare-primire, Produsele sunt considerate receptionate si Vanzatorul nu va fi responsabil in legatura cu nicio alta nemulumire

resulting from this delivery.

ulterioara referitoare la posibile erori, defecte vizibile sau cerere de daune cauzate de livrare.

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| <p>4.13. Upon delivery of the Products, the Parties shall ascertain the quantity and quality of the delivered Products, as well as any other comments of the Parties with respect to Products conformity, on the consignment note which accompanies the relevant transport. In case the delivery is made from warehouses in Romania, the above mentioned delivery notes shall be made on the merchandise consignment note. Within 2 (two) Business Days as of the execution of the consignment note, the Seller shall issue an invoice for the Products so delivered.</p> <p>4.14. In any cases claims related to remarks notified on the delivery document must be submitted by the Buyer to the Seller within 30 days as of the delivery date in order to be valid.</p> <p>4.15. The modification or altering of Products, Marks or other identification signs borne by the Products is strictly forbidden in case the Buyer intends to resell the Products.</p> <p>4.16. The buyer is not entitled to refuse a delivery for which there is a valid purchase order. Any Product returned by the Buyer for whatever reason including delivery mistake or quality claim without a written consent of the Seller will be subject to a 10% of the invoice representing logistics fee on account of the Buyer. The proper procedure when the Buyer is contesting part or whole of a delivery is to accept the Products and raise an official claim to the Seller who may then decide of further actions</p> <p><b>5. PURCHASE PRICE. PAYMENT</b></p> <p>5.1. The Price of the Products shall be consistent with the valid Price Lists of the Seller who may change them at any time with two (2) weeks pre-notice served to the Buyer.</p> <p>5.2. Pricing shall also be consistent in general with the sales conditions and payment term agreed periodically with the Buyer and exceptionally with specific conditions agreed prior to a delivery</p> | <p>4.13. La livrarea Produselor, Partile vor consemna cantitatea si calitatea Produselor livrate, precum si orice alte observatii ale Partilor cu privire la conformitatea Produselor, pe scrisoarea de trasura care insoteste transportul respectiv. In cazul in care livrarea este facuta de la depozite din Romania, consemnarile de livrare mai sus mentionate se vor face pe avizul de insotire a marfii. In termen de 2 (doua) Zile Lucratoare de la semnarea scirsorii de trasura, Vanzatorul va emite o factura pentru Produsele astfel livrate.</p> <p>4.14. In toate cazurile, plangerile cu privire la consemnarile din procesul verbal de predare-primire trebuie transmise de catre Cumparator Vanzatorului in 30 de zile de la data livrarii pentru a fi valabile.</p> <p>4.15. Modificarea, transformarea Produselor, Marcilor sau a altor semne de identificare a Produselor este strict interzisa in cazul in care Cumparatorul intentioneaza sa revanda Produsele.</p> <p>4.16. Cumparatorul nu poate refuza o livrare pentru care exista o comanda valabila. Orice returnare de catre Cumparator a unui Produs din orice motiv inclusiv livrare gresita sau plangere calitativa fara acordul scris al Vanzatorului, va atrage plata de catre Cumparator a unei sume echivalente cu 10% din valoarea facturii, reprezentand cheltuieli logistice. Procedura agreata in cazul in care Cumparatorul contesta o livrare in tot sau in parte este de a accepta Produsele si de a transmite o cerere oficiala catre Vanzator care apoi va decide modul de solutionare.</p> <p><b>5. PRETUL CONTRACTULUI. PLATA</b></p> <p>5.1. Pretul Produselor va corespunde cu Pretul de Lista al Vanzatorului, pe care acesta il poate modifica oricand cu o notificare prealabila de 2 saptamani adresata Cumparatorului.</p> <p>5.2. Pretul Produselor va corespunde in general cu conditiile de vanzare si termenii de plata agreat periodic cu Cumparatorul si in caz exceptional cu conditiile specifice agreeate anterior livrarii si</p> |
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- and confirmed in written by the Seller to the Buyer. In absence of such a written confirmation document prior to delivery the Seller shall not be forced to apply any special condition that could have been discussed.
- 5.3. Unless otherwise agreed, VAT and other charges (if applicable) shall be added to the Price.
- 5.4. The Buyer shall pay for the Products ordered hereunder, as follows:
- (i) by D/P;
  - (ii) by D/A;
  - (iii) by Remittance.
- 5.5. If payment is to be made by D/A or Remittance, payment shall be made within 45 Business Days as of issuance of the invoice. In such case, the Buyer shall, upon the Seller's request, provide adequate insurance and/or security satisfactory to the Seller.
- 5.6. The standard invoice payment term provided in art. 5.5 above may be subject to various extensions which shall be established by sole decision of the Seller and shall be applicable only to such commercial partners selected by the Seller, at its sole discretion. For the avoidance of any doubt, each invoice issued by the Seller shall provide the applicable invoice payment term and the account number the payment shall be made to. All payments shall be made in RON, at the official exchange rate communicated by the National Bank of Romania for the invoice issuance date.
- 5.7. If the Buyer fails to pay for the Products either wholly or partially, the Seller shall be entitled to a penalty of 0.04% of the due amount per each day of payment delay. The penalty so computed shall be provided on the invoice issued by the Seller in connection with the first order to be sent by the Buyer or, if no order is received within 30 days, on a separate invoice.
- 5.8. The Buyer shall pay the full invoice amount
- confirmate in scris de catre Vanzator Cumparatorului. In lipsa unei astfel de confirmari scrise anterior livrarii, Vanzatorul nu va putea fi tinut sa aplice anumite conditii speciale care au fost discutate.
- 5.3. Exceptand cazul in care s-a convenit contrariul, TVA-ul si alte taxe (daca se aplica) vor fi adaugate Pretului.
- 5.4. Cumparatorul va plati pentru Produsele care fac obiectul prezentului Acord, dupa cum urmeaza:
- (i) Prin Livrarea la Plata;
  - (ii) Prin Livrarea la Acceptare;
  - (iii) Prin Remitere.
- 5.5. In cazul in care plata se face prin Livrare la Acceptare sau prin Remitere, aceasta se va efectua in termen de 45 de Zile Lucratoare de la emiterea facturii. In acest caz, Cumparatorul, la solicitarea Vanzatorului, va furniza acestuia asigurare si/sau garantii satisfacatoare pentru Vanzator.
- 5.6. Termenul standard de plata a facturii prevazut la art. 5.5 de mai sus va putea face obiectul a diverse prelungiri care pot fi stabilite exclusiv prin decizia Vanzatorului si se vor aplica doar acelor parteneri comerciali selectati de catre Vanzator, la discretia sa. Pentru evitarea oricarui dubiu, fiecare factura emisa de catre Vanzator va preciza termenul de plata aplicabil si numarul contului in care se va face plata. Toate platile se vor efectua in RON, la cursul de schimb oficial comunicat de catre Banca Nationala a Romaniei la data emiterii facturii.
- 5.7. In cazul in care Cumparatorul nu efectueaza integral sau partial plata Produselor, Vanzatorul va fi indreptatit sa aplice penalitati de 0,04% din suma datorata pentru fiecare zi de intarziere. Penalitatile astfel calculate vor fi specificate pe factura emisa de catre Vanzator cu privire la prima comanda ce va fi realizata de catre Cumparator sau, daca nicio comanda nu este primita, in termen de 30 de zile, pe o factura separata.
- 5.8. Cumparatorul va plati integral suma specificata pe

specified on the face of every invoice issued by the Seller without the benefit of any right of set-off, counterclaim, recoupment or any other similar rights which the Buyer may have against the Seller, which rights shall be exercised in separate proceedings between the Buyer and the Seller to the extent permitted by the law. Buyer's each payment for the Products shall be unconditional and the Buyer may not reduce it, it off or balance it against the Seller's any liabilities towards the Buyer

fata fiecarei facturi emise de catre Vanzator si nu va beneficia de niciun drept de compensare, de recuperare, pretentie proprie sau orice alte drepturi similare care ar putea reveni Cumparatorului fata de Vanzator, drepturi care vor fi exercitate in cardul unor proceduri separate intre Cumparator si Vanzator, in masura permisa de lege. Fiecare plata efectuata de Cumparator pentru Produse va fi neconditionata, iar Cumparatorul nu poate reduce, compensa sau a se prevala in niciun fel de aceasta suma impotriva oricaror obligatii ale Vanzatorului fata de Cumparator.

5.9. All bank charges, including collection charges and stamp duties, if any, shall be borne by the Buyer.

5.9. Toate taxele bancare, inclusiv taxele de incasare si de timbru, daca exista, vor fi suportate de catre Cumparator.

5.10. The Buyer agrees to provide the Seller with official legal and financial information about it, with basic figures about its business activities including list of main assets and with proper guaranties about its solvency and the nature of its business in order to set appropriate targets and payment terms.

5.10. Cumparatorul este de acord sa transmita Vanzatorului documente sale oficiale juridice si informatii financiare, inclusiv datele esentiale ale activitatii sale incluzand lista principalelor active si garantii adecvate privind solvabilitatea sa si natura activitatii sale pentru ca in functie de acestea sa fie stabilite obiective de indeplinit si termene de plata adecvate.

5.11. If a due amount has not been paid in full prior to the due date according to the written agreed selling conditions and payment terms, the ownership title to the Products indicated in the order shall not be transferred onto the Buyer until the full invoiced amount (together with statutory interest for each day of the delay in payment, and with other costs related thereto) is paid. The Seller has the right to collect back and re-sell the Products to which he holds the ownership title. The Seller shall not be held liable for the Buyer's any agreements with his customers or third parties for such Products.

5.11. Daca un debit scadent nu a fost platit integral anterior datei de scadenta in conformitate cu conditiile de vanzare si termenii de plata agreeati in scris, dreptul de proprietate asupra Produselor indicate in comanda nu va fi transferat asupra Cumparatorului decat la data platii integrale a sumei (inclusiv penalitatile pentru fiecare zi de intarziere a platii si alte costuri aferente). Vanzatorul are dreptul de a ridica si revinde Produsele asupra carora isi mentine dreptul de proprietate. Vanzatorul nu va fi tinut responsabil pentru contractele dintre Cumparator si clientii acestuia sau alte terte persoane in legatura cu Produsele.

5.12. The Buyer's disposal rights to the Products shall cease in case it fails to pay the Purchase Price and related costs and penalties. In such a case, the Buyer shall, at his own cost and at the first written request addressed by the Seller, return the Products to the Seller.

5.12. Dreptul Vanzatorului de a dispune de Produse va inceta in cazul in care acesta nu plateste Pretul Contractului, costurile si penalitatile aferente. In acest caz, Cumparatorul pe chelualia sa si la prima solicitare adresata in scris de catre Vanzator, va returna Produsele catre Vanzator.

## 6. GUARANTEE

## 6. GARANTIE

- 6.1. The Seller guarantees that the Products are free of any faults and defects connected with materials or with manufacturing process. The Seller shall be liable with regard to defects in the Products only when such defects are attributable to the Seller, and shall be exempt from all such liability when such defects are caused by the Buyer's acts or omissions, including but not limited to, negligence, careless handling, inappropriate use, misapplication or any other use not in conformity with the Seller's specifications.
- 6.2. The Seller's guarantee conditions for each Product shall be detailed in the Conditions of Quality and Guarantee accompanying each delivery. The Buyer shall not be entitled to any additional guarantee than as provided in the Conditions of Quality and Guarantee accompanying the relevant delivery, to the extent permitted by the law. Any amendment or extension of the Seller's guarantee which may be provided by the Buyer to customers shall not be binding on the Seller and shall constitute an exclusive obligation of the Buyer towards its customers.
- 6.3. In case of hidden defaults, such must be notified within 2 (two) days as of the detection date, if acting with the adequate professional diligence, but no later than 2 (two) years as of delivery date. Any notice must extensively describe the alleged default and must be sent along with the relevant documents accompanying the relevant Product. The Seller is entitled to inspect the relevant Products using own staff or professional staff acting on behalf of the Seller.
- 6.4. If any defects coming within the scope of the guarantee are discovered, all obligations connected with the compensation within the guarantee shall be the sole responsibility of the Seller. The Seller shall decide whether the Products covered by the complaint shall be repaired or replaced, or whether a relevant credit note shall be issued. The Seller may not be held liable for any incidental, consequential or other damages that may be incurred by the Buyer.
- 6.1. Vanzatorul garanteaza ca Produsele nu au defecte de materie prima sau de fabricatie. Vanzatorul va fi raspunzator pentru defectele Produselor doar in cazul in care defectele respective sunt imputabile Vanzatorului, si va fi exonerat de orice astfel de raspundere in cazul in care defectele amintite sunt cauzate prin actiunea sau omisiunea Cumparatorului, inclusiv, dar fara a se limita la, neglijenta, manipulare iresponsabila, utilizare neadecvata, aplicare incorecta sau orice alt fel de utilizare neconforma cu specificatiile Vanzatorului.
- 6.2. Conditile Vanzatorului de garantare a fiecarui Produs vor fi detaliate in cadrul Conditiiilor de Calitate si Garantie ce vor insoti fiecare livrare. Cumparatorul nu va fi indreptatit la nicio garantie suplimentara fata de cele specificate in cadrul Conditiiilor de Calitate si Garantie ce insotesc livrarea respectiva, in masura permisa de lege. Orice modificare sau prelungire a garantiei Vanzatorului ce ar putea fi oferita de catre Cumparator clientilor nu va fi obligatorie pentru Vanzator si va constitui o obligatie exclusiva a Cumparatorului fata de clientii sai.
- 6.3. In cazul unor vicii ascunse, acestea trebuie notificate in termen de 2 (doua) zile de la data depistarii, actionand cu diligena profesionala adecvata, dar nu mai tarziu de 2 (doi) ani de la data livrarii. Orice notificare trebuie sa contina o descriere detaliata a viciilor invocate si trebuie trimisa impreuna cu documentele care insotesc Produsele respective. Vanzatorul va avea dreptul de a inspecta Produsele in cauza utilizand personalul propriu sau personal calificat care sa actioneze in numele si pe seama sa.
- 6.4. Daca vor fi descoperite defecte acoperite de prezenta garantie, toate obligatiile in legatura cu acordarea de despagubiri conform garantiei sunt responsabilitatea Vanzatorului. Vanzatorul va decide daca Produsele avute in vedere in plangere vor fi reparate sau inlocuite, sau daca o scrisoare de garantie va fi emisa. Vanzatorul nu va fi tinut raspunzator pentru nicio dauna incidentala, indirecta sau de alta natura suferita de catre Cumparator.

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| <p>6.5. The Buyer shall, in demanding such remedy, submit to the Seller adequate evidence as required by the Seller and the Seller shall, only when such demand is regarded appropriate, take remedial steps.</p>  | <p>6.5. In solicitarea unor astfel de remedii, Cumparatorul va furniza Vanzatorului dovezi corespunzatoare asa cum vor fi solicitate de catre Vanzator, iar acesta din urma, va lua masuri in vederea remedierii numai dupa ce va considera o asemenea cerere intemeiata.</p>   |
| <p>6.6. Notwithstanding the above, in no event shall the Buyer be entitled to request a remedy that exceeds the remedy that the Buyer itself is legally obligated to provide to its customers.</p>   | <p>6.6. Fara a aduce atingere celor de mai sus, Cumparatorul nu va avea in niciun caz dreptul de a solicita despagubiri care sa depaseasca despagubirile pe care Cumparatorul insusi este obligat prin lege sa le ofere clientilor sai.</p>   |
| <p>6.7. The Products covered by the complaint may be returned or replaced only with a written consent of the Seller.</p>   | <p>6.7. Produsele mentionate in plangere pot fi returnate sau inlocuite doar cu acordul scris al Vanzatorului.</p>  |
| <p>6.8. The Seller shall not be held liable for:</p> <ul style="list-style-type: none"> <li>(i) complaints arising from transport, storage, loading and utilisation of the Products by the Buyer;</li> <li>(ii) complaints arising from damage or loss of the Products by the Buyer;</li> <li>(iii) complaints connected with the Products' improper use, maintenance, or storage by the Buyers or their customers.</li> <li>(iv) complaints arising from age of the Tyres if it is less than 3 year old as obtain from the DOT.<br/>Seller and Buyer confirm that such Products have no perceptible change in performance and present no safety issue.</li> <li>(v) complains arising from the manufacturing location of the products.</li> </ul> | <p>6.8. Vanzatorul nu raspunde pentru:</p> <ul style="list-style-type: none"> <li>(i) plangeri rezultate ca urmare a transportului, depozitarii sau utilizarii Produselor de catre Cumparator;</li> <li>(ii) plangeri rezultate din disparitia sau deteriorarea Produselor de catre Cumparator;</li> <li>(iii) plangeri rezultate ca urmare a folosirii, mentinerii sau depozitarii neadecvate a Produselor de catre Cumparator sau clientii acestuia.</li> <li>(iv) plangeri in legatura cu vechimea anvelopelor daca aceasta este mai mica de 3 ani conform DOT. Cumparatorul si Vanzatorul sunt de acord ca aceste Produse nu prezinta modificari relevante si nici probleme de siguranta.</li> <li>(v) plangeri in legatura cu locul de fabricatie a Produselor.</li> </ul> |

## **7. OBLIGATIONS OF THE SELLER**

- 7.1. The Seller shall deliver the Buyer the Products in accordance with the orders submitted by the Buyer, subject to the provisions of article 4 hereof.
- 7.2. The Seller shall address in due course any guarantee claims in accordance with the terms of the guarantee offered by the Seller under this

## **7. OBLIGATIILE VANZATORULUI**

- 7.1. Vanzatorul va livra Cumparatorului Produsele conform comenzilor Cumparatorului, in conformitate cu prevederile articolului 4 din prezentul Acord.
- 7.2. Vanzatorul va lua in considerare in timp util orice solicitari de garantie in conformitate cu termenii de garantie oferiti de catre Vanzator prin prezentul

Agreement.

Acord.

## **8. OBLIGATIONS OF THE BUYER**

## **8. OBLIGATIILE CUMPARATORULUI**

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| 8.1. The Buyer may not make any changes in the Products' descriptions placed directly on the Products.  | 8.1. Cumparatorul nu are dreptul sa faca nicio modificare in descrierea Produselor amplasata direct pe acestea.  |
| 8.2. If the Buyer sells re-treaded tyres, it shall be under the obligation to inform its customers thereof.   | 8.2. In cazul in care Cumparatorul comercializeaza anvelope resapate are obligatia de a-si informa clientii sai despre acest aspect.   |
| 8.3. The Buyer may not export the Products outside the European Union as such Products have been tuned for EEU market.  | 8.3. Cumparatorul nu poate exporta Produsele in afara Uniunii Europene intrucat acestea au fost in mod special pregatite pentru piata EEU.   |
| 8.4. All conditions of proper storage of the Products, their mounting, applicable pressures, and other significant factors shall be closely observed by the Buyer, and shall be forwarded by it to the customers purchasing the Products.   | 8.4. Toate conditiile de depozitare corecta a Produselor, ridicarea, presiunea necesara si alti factori importanti vor fi respectati cu strictete de catre Cumparator si vor fi transmise clientilor sai care achizitioneaza aceste Produse.   |
| 8.5. The Buyer shall properly display and advertise Products in full accordance with the Seller's guidelines and brand management policies  | 8.5. Cumparatorul va expune si va face publicitate Produselor in deplina concordanta cu ghidul Vanzatorului si politicile sale de management al brandului.   |
| 8.6. The Buyer shall receive and pay for the ordered Products in accordance with the terms and conditions of this Agreement.  | 8.6. Cumparatorul va primi si efectua plata pentru Produsele comandate in conformitate cu termenii si conditiile prezentului Acord.  |
| 8.7. The Buyer shall borne any and all expenses related to the receipt, handling and transport of the Products pursuant to delivery.  | 8.7. Cumparatorul va suporta orice si toate cheltuielile legate de receptia, manipularea si transportul Produselor in urma livrarii.   |
| 8.8. The Buyer shall fully comply with the provisions of Law no. 449/2003, as republished, on product sales and related guarantees and shall hold the Seller harmless of any remedial action which may be pursued by any of the latter's customers in relation with the legal obligations of the Buyer.   | 8.8. Cumparatorul va respecta intru totul prevederile Legii nr. 449/2003, republicata, cu privire la vanzarea de produse si garantiile aferente si va proteja Vanzatorul de orice eventuala actiune de recuperare a prejudiciului ce ar putea fi initiata de oricare dintre clientii sai in legatura cu obligatiile legale ale Cumparatorului.   |
| 8.9. The Buyer shall conduct its business operations at all times in a manner that will reflect favorably on the good name of Bridgestone, the Products and other Bridgestone business partners. The Buyer shall comply at all times with all applicable laws, including, without limitation, those related to tire industry, advertising, warranties, environmental concerns, registration of commercial | 8.9. Cumparatorul isi va desfasura permanent activitatea intr-un mod care sa reflecte o imagine favorabila a Bridgestone, a Produselor si a celorlalti parteneri de afaceri ai Bridgestone. Cumparatorul va respecta in permanenta toate legile aplicabile, inclusiv, dar fara a se limita la, cele referitoare la industria de anvelope, publicitate, garantii, probleme de mediu, inregistrarea reprezentantilor comerciali si relatii |

representatives, and employment.

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8.10. The Buyer shall promptly report Bridgestone any and all infringements, limitations, simulations, illegal uses, or misuses of the Bridgestone Marks, patents, and other intellectual property rights, which come to the Buyer's attention, shall prevent to the largest possible extent such infringements or illegal use and shall assist Bridgestone in any action that the latter may deem reasonable for protection of the Bridgestone Marks.

8.10. Cumparatorul va instiinta cu promptitudine Bridgestone cu privire la oricare si toate incalcarile, limitarile, contrafacerile, utilizarile ilegale sau necorespunzatoare ale Marcilor Bridgestone, a brevetelor, si a oricaror altor drepturi de proprietate intelectuala, care ajung in atentia sa, prevenind in limita maxima posibila astfel de incalcari sau utilizari necorespunzatoare si va sprijini Bridgestone in orice actiune pe care aceasta din urma o va considera rezonabila in vederea protejarii Marcilor Bridgestone.

## **9. CONFIDENTIALITY**

## **9. CONFIDENTIALITATE**

9.1. The Buyer shall maintain in confidence and not disclose to any third party any Confidential Information. The Buyer shall make no use of Confidential Information except to further the business interests of the parties or customers as contemplated by this Agreement.

9.1. Cumparatorul va pastra confidentiala si nu va divulga niciunei terte parti nicio Informatie Confidentiala. Cumparatorul nu va utiliza Informatiile Confidentiale decat in promovarea intereselor comerciale ale Partilor sau ale clientilor astfel cum este prevazut in prezentul Acord.

9.2. The Buyer shall not use the Confidential Information to the detriment of Bridgestone under any circumstances. All Confidential Information is and remains the sole and exclusive property of Bridgestone. The Buyer will return to Bridgestone all Confidential Information upon termination of this Agreement.

9.2. Cumparatorul nu va utiliza in niciun caz Informatiile Confidentiale in detrimentul Bridgestone. Toate Informatiile Confidentiale sunt si vor ramane in proprietatea exclusiva a Bridgestone. Cumparatorul va returna Bridgestone toate Informatiile Confidentiale la incetarea prezentului Acord.

9.3. The non-disclosure and use of Confidential Information obligations set forth above shall survive any termination or expiration of this Agreement for a period of 3 years.

9.4. Obligatiile de ne-divulgare si utilizare a Informatiilor Confidentiale stipulate mai sus vor ramane in vigoare pentru o perioada de 3 ani dupa incetarea sau expirarea prezentului Acord.

9.5. The Buyer acknowledges and stipulates that the covenants and agreements relating to Confidential Information are of a special nature and that any breach, violation, or evasion by it of this article 9 (i) may result in damages to Bridgestone in amounts difficult to ascertain, and (ii) will give rise to irreparable injury to Bridgestone. Accordingly, the Buyer consents and agrees that Bridgestone has a right to seek remedial action and is entitled to equitable retribution, including, without limitation, injunctive relief and specific performance, in addition to any other legal remedies that may be available.

9.3. Cumparatorul recunoaste si declara in mod expres ca angajamentele si acordurile cu privire la Informatiile Confidentiale au un caracter special si ca orice incalcare, violare sau eludare de catre acesta a prezentului articol 9: (i) ar putea atrage dupa sine daune in detrimentul Bridgestone intr-un quantum dificil de estimat la acest moment, si (ii) vor genera Bridgestone prejudicii iremediabile. In consecinta, Cumparatorul admite si convine ca Bridgestone va avea dreptul de a initia actiuni in repararea prejudiciului si va fi indreptatit la o reparatie echitabila, inclusiv, dar fara a se limita la, incetarea conduitei generatoare de prejudicii si executare in natura, pe langa orice

alte remedii legale ce i-ar putea reveni.

## **10. INTELLECTUAL PROPERTY**

10.1. The Buyer shall not (i) attempt to obtain title to the Bridgestone Marks or any other marks confusingly similar thereto, or (ii) use the Bridgestone Marks or any combination of words containing the Bridgestone Marks or any other marks confusingly similar thereto as part of its firm, corporate, or business name either during the term of this Agreement or thereafter.

10.2. The Buyer shall not use the Bridgestone Marks in any way, except in connection with its purchase and resale of the Products. Any Bridgestone Marks used by Buyer shall remain the exclusive property of Bridgestone and any such use shall be to the benefit of Bridgestone.

## **11. TERMINATION**

11.1. This Agreement shall be terminated:

(i) should any of the Parties breach any provision hereof and in case respective breach(es) together with all adverse consequences thereof are not fully remedied by the breaching Party within 30 (thirty) days as of the non-breaching Party's request in this respect, the non-breaching Party shall be entitled, at its sole discretion and without prejudice to any of its rights hereunder, to terminate this Agreement at any time without court intervention or any other formalities, subject to notice of termination being given to the breaching Party;

(ii) unilaterally, by any of the Parties, by serving a written notice to the other Party at least 30 days prior to the envisaged termination date;

(iii) by mutual agreement of the Parties.

## **12. NO ASSIGNMENT**

## **10. PROPRIETATE INTELECTUALA**

10.1. Cumparatorul nu va (i) incerca sa obtina titlul de proprietate asupra Marcilor Bridgestone sau alte marci similare cu risc de confuzie cu acestea, sau (ii) sa utilizeze Marcile Bridgestone sau orice alta combinatie de cuvinte care contine Marcile Bridgestone sau orice alte marci similare cu risc de confuzie cu acestea ca parte a numelui firmei, societatii sau a denumirii sale comerciale fie pe perioada prezentului Acord sau ulterior.

10.2. Cumparatorul nu va utiliza Marcile Bridgestone in niciun alt mod, decat in legatura cu achizitia si revanzarea Produselor. Orice Marca Bridgestone utilizata de catre Cumparator va ramane proprietatea exclusiva a Bridgestone si orice astfel de utilizare se va efectua in beneficiul Bridgestone.

## **11. INCETARE**

11.1. Prezentul Acord poate fi incetat:

(i) in cazul in care oricare Parte incalca orice prevedere a prezentului Acord si in cazul in care respectiva (respectivele) incalcare (incalcari) impreuna cu toate consecintele negative ale acesteia (acestora) nu este (sunt) remediata (remediate) de catre Partea in culpa in termen de 30 (treizeci) de zile de la solicitarea in acest sens a Partii fara culpa, aceasta din urma avand dreptul, la discretia sa si fara a afecta orice alte drepturi ce ii revin prin prezentul Acord, sa rezilieze acest Acord in orice moment fara interventia instantei si fara orice alte formalitati, printr-o notificare de reziliere adresata Partii in culpa;

(ii) unilateral, de catre oricare dintre Parti, prin expedierea unei notificari de denuntare celeilalte Parti cu cel putin 30 de zile inainte de data vizata a incetarii;

(iii) prin acordul comun al Partilor.

## **12. FARA CESIUNI**

- 12.1. The Buyer shall not transfer or assign this Agreement or any part thereof without the Seller's prior written consent, and any such assignment without the Seller's consent shall be void.
- 12.1. Cumparatorul nu va transfera sau cesiona prezentul Acord sau orice parte a acestuia fara acordul prealabil scris al Vanzatorului, si orice astfel de cesiune fara acordul Vanzatorului va fi nula.
- 13. AMENDMENT AND WAIVER**
- 13. MODIFICARI SI RENUNTARI**
- 13.1. This Agreement may be amended or modified only upon the written consent of the Parties hereto.
- 13.1. Prezentul Acord poate fi amendat sau modificat doar cu acordul scris al Partilor contractante.
- 13.2. No claim or right of the Seller under this agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renouncement of such claim or right is acknowledged and confirmed in writing by the Seller and any such waiver or renouncement shall relate to that individual transaction only. A failure by the Seller to enforce or exercise any claim or right under this agreement shall in no way be construed as a waiver of such claim or right or any other claim or right then or in the future.
- 13.2. Nu se va considera o renuntare totala sau partiala de catre Vanzator la nicio revendicare sau drept din prezentul Acord decat in cazul in care renuntarea la revendicarea sau dreptul respectiv este recunoscuta sau confirmata in scris de catre Vanzator, iar respectiva renuntare se va referi strict la operatiune individuala in cauza. Neaplicarea sau ne-exercitarea de catre Vanzator a oricarei cai sau a oricarui drept conform prezentului Acord nu va fi interpretat in niciun caz drept o renuntare la respectiva cale sau la respectivul drept sau la orice alta cale sau drept existent in acel moment sau ulterior.
- 13.3. Neither the waiver, express or implied, by any Party of a breach of or a default under any of the provisions of this Agreement nor the failure of any Party on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege under this Agreement shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of the other provisions, rights, remedies or privileges under this Agreement.
- 13.3. Nicio renuntare, explicita sau implicita, de catre oricare dintre Parti cu privire la orice incalcare sau neindeplinire in baza oricarei prevederi din prezentul Acord si nici neaplicarea, singulara sau repetata de catre orice Parte a oricarei prevederi din prezentul Acord sau neexercitarea oricarui drept, remediu sau privilegiu din prezentul nu va fi interpretata drept o renuntare la remedierea oricarei altei incalcare sau neindepliniri similare ulterioare, sau drept o renuntare la oricare dintre prevederile, drepturile, remediile sau privilegiile din prezentul Acord.
- 14. FORCE MAJEURE**
- 14. FORTA MAJORA**
- 14.1. Any event that is unpredictable, unavoidable, insurmountable and independent of any of the Parties' will rendering the execution of any obligation undertaken by any of the Parties under this Agreement as being impossible, partially or entirely, shall be considered a force majeure case.
- 14.1. Orice eveniment imprevizibil, inevitabil, insurmontabil si independent de vointa Partilor care ar face executarea oricarei prevederi asumate de Partile la prezentul Acord imposibila, in tot sau in parte, va fi considerat drept un caz de forta majora.
- 14.2. In the meaning of this Article 14, the force majeure shall include, without limitation, nationalization, war, earthquake, flood, as well as any other circumstances which the Chamber of
- 14.2. In sensul acestui Articol 14, forta majora va include, fara limitare, nationalizare, razboi, seism, inundatie, precum si orice alte circumstante pe care Camera de Comert si Industrie a Romaniei



Commerce and Industry of Romania or any other similar authority certify as being force majeure cases.

sau orice alta autoritate similara le certifica drept cazuri de forta majora.

14.3. The strikes of the personnel of any Party shall not be considered, under any circumstance, as force majeure cases. The Party affected by the force majeure shall not be held liable, in case such Party's failure to fulfill results from a force majeure case and provided that the Party affected by such an event fulfilled its obligations under the Agreement in regard of such an event. The Party affected by a force majeure case shall take all reasonable measures in order to be able to fulfill the obligations undertaken as per this Agreement with a minimum delay, to reduce the consequences of the force majeure case and shall notify the other Party in regard of such an event as soon as possible and in any case no later than fifteen (15) days since the occurrence of the force majeure case. Such Party shall provide the other Party with a certificate attesting the force majeure case within thirty (30) calendar days since its occurrence. The Party affected by the force majeure case is also obliged to notify the other Party in regard of the cessation of the force majeure case, within fifteen (15) calendar days since its occurrence. In case the notification is not made as per the conditions and within the period specified above, in regard of the occurrence and cessation of the force majeure case, the affected Party shall not be entitled to invoke the force majeure case and shall be held liable for the fulfillment of its obligations undertaken by this Agreement.

14.3. Grevele angajatilor oricareia dintre Parti nu vor fi considerate, in nicio circumstanta, drept cazuri de forta majora. Partea afectata de forta majora nu va fi raspunzatoare, in cazul in care neindeplinirea obligatiilor de catre aceasta rezulta in urma unui caz de forta majora si sub conditia ca partea afectata de un astfel de eveniment sa isi indeplineasca obligatiile din prezentul Acord referitoare la un astfel de eveniment. Partea afectata de un caz de forta majora va lua toate masurile rezonabile in vederea indeplinirii obligatiilor asumate prin prezentul in cel mai scurt timp, reducerii consecintelor cazului de forta majora si va notifica cealalta Parte cu privire la acest eveniment cat mai curand posibil, dar in orice caz, nu mai tarziu de cincisprezece (15) zile de la aparitia cazului de forta majora. Aceasta Parte va pune la dispozitia celeilalte Parti un certificat care sa ateste existenta cazului de forta majora in termen de treizeci (30) de zile calendaristice de la aparitia sa. Partea afectata de cazul de forta majora este de asemenea obligata sa notifice cealalta Parte cu privire la incetarea cazului de forta majora, in termen de cincisprezece (15) zile calendaristice de la aparitia sa. In cazul in care notificarea nu este efectuata in conformitate cu conditiile si in termenul specificat mai sus, cu privire la aparitia si incetarea cazului de forta majora, Partea afectata nu va avea dreptul sa invoce cazul de forta majora si va fi raspunzatoare in ce priveste indeplinirea obligatiilor sale asumate prin prezentul Acord.

14.4. Should the force majeure and/or its effects require the suspension of the Agreement's execution for a period exceeding 6 months, the Parties shall meet no later than thirty (30) calendar days since the expiry of such period, in order to agree either on the modality to further carry out the obligation/obligations affected or this Agreement, or with a view to terminating this Agreement.

14.4. In cazul in care forta majora si/sau efectele acesteia impun suspendarea executarii prezentului Acord pentru o perioada mai lunga de 6 luni, Partile se vor intalni termen de cel mult treizeci (30) de zile calendaristice de la expirarea acestei perioade pentru a conveni fie cu privire la modalitatea de a continua indeplinirea obligatiei /obligatiilor afectata/afectate sau a prezentului Acord, sau cu privire la incetarea prezentului Acord.

## 15. ENTIRE AGREEMENT

## 15. INTREGUL ACORD

- |  |   |
|--|---|
| <p>15.1. This Agreement and the other documents delivered pursuant hereto or thereto constitute the full and entire understanding and agreement between the Parties with regard to the subjects hereof or thereof, and supersedes any previous agreements between the Parties with respect hereto or thereto.</p>  | <p>15.1. Prezentul Acord precum si toate celelalte documente livrate in baza acestuia sau acestora reprezinta intreaga intelegere si intregul acord dintre Parti cu privire la obiectul acestuia sau acestora, si inlocuieste orice alte acorduri anterioare dintre Parti in acest sens.</p>  |
| <p>15.2. Without limiting the generality of the foregoing, any printed terms, conditions or other provisions that are included in or accompany any orders from the Buyer shall not apply or be binding on the Seller.</p>  | <p>15.2. Fara a limita caracterul general al celor de mai sus, orice termeni, conditi sau alte prevederi tiparite care sunt incluse in sau insotesc orice comenzi ale Cumparatorului nu se vor aplica si nu vor fi obligatorii pentru Vanzator.</p>   |
| <p><b>16. GOVERNING LAW AND DISPUTE RESOLUTION</b></p>   | <p><b>16. LEGEA APLICABILA SI SOLUTIONAREA DISPUTELOR</b></p>   |
| <p>16.1. This Agreement applies only to the transactions within Romania and is governed by and shall be construed in accordance with Romanian law.</p>   | <p>16.1. Prezentul Acord se aplica doar tranzactiilor efectuate in Romania si este guvernat si va fi interpretat in conformitate cu legea romana.</p>   |
| <p>16.2. Any dispute arising out of or in connection with this Agreement, including any dispute regarding the existence, validity, breach or termination thereof, shall to the extent possible be settled amicably by the Parties through discussions and negotiations.</p>  | <p>16.2. Orice disputa decurgand din sau in legatura cu prezentul Acord, inclusiv orice disputa cu privire la existenta, validitatea sau incetarea acestuia, se va solutiona, in masura in care este posibil, pe cale amiabila de catre Parti prin intermediul discutiilor si negocierilor.</p>   |
| <p>16.3. Any dispute arising from or in relation to this contract, including the conclusion, performance or termination thereof which cannot be amicably settled within 15 (fifteen) Business Days as of its occurrence shall finally be settled through the arbitration of the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania and Bucharest according to its Rules of Arbitration.</p> | <p>16.3. Orice disputa decurgand din sau in legatura cu prezentul Acord, inclusiv incheierea, executarea sau incetarea acestuia care nu poate fi solutionata pe cale amiabila in termen de 15 (cincisprezece) Zile Lucratoare de la aparitie va fi solutionata definitiv prin intermediul Curtii de Arbitraj Comercial Internațional de pe langa Cmaera de Comert si Industrie a Romaniei si din Bucuresti in conformitate cu Regulile de Arbitraj.</p> |
| <p>16.4. The arbitral award shall be final and binding.</p>  | <p>16.4. Sentinta arbitrala va fi definitiva si obligatorie.</p>  |
| <p><b>17. NOTICES</b></p>  | <p><b>17. NOTIFICARI</b></p>  |

17.1. All notices and communications addressed to any Party (each a “**Notice**”) shall be made in writing in Romanian language and will be either: (i) transmitted personally, (ii) transmitted through registered mail, or (iii) by courier, to addresses specified herein or to another address beforehand indicated in writing with at least 5 (five) Business Days before the date of delivery of the respective notice/communication, at the following addresses:

**Seller: SC Bridgestone Romania SRL**

Address: Bd. Dacia Nr. 153-155,  
Sector 2, Bucuresti

To the attn of: Florin Ponoran

E-mail: [florin.ponoran@bridgestone.eu](mailto:florin.ponoran@bridgestone.eu)

Facsimile: 021 210 21 52

**Buyer:**

Address:

To the attn of:

E-mail:

Facsimile:

or to such other address as the Parties notify to each other.

17.2. Notices will be considered received by the Party to which it is addressed: (i) on the day of delivery, if delivered personally or by courier or (ii) on date when receipt confirmation is signed - for registered mail transmission.

**18. SEVERABILITY**

18.1. If any time, any provision hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or such provisions in any other jurisdiction. The invalid or unenforceable provision shall be replaced by the Parties by such valid, legal or enforceable

17.1. Toate notificarile si comunicarile adresate unei Parti (fiecare o“**Notificare**”) vor fi formulate in scris in limba romana si vor fi fie: (i) transmise personal, (ii) transmise prin scrisoare recomandata, sau (iii) prin curier la adresele specificate in prezentul Acord sau la alte adrese indicate in prealabil in scris cu cel putin 5 (cinci) Zile Lucratoare inainte de data de livrare a notificarii/comunicarii respective, la urmatoarele adrese:

**Vanzatorul:SC Bridgestone Romania SRL**

Adresa: Bd. Dacia, Nr 153-155,  
Sector 2 Bucuresti

In atentia: Florin Ponoran

E-mail: [florin.ponoran@bridgestone.eu](mailto:florin.ponoran@bridgestone.eu)

Fax: 021 210 21 52

**Cumparatorul: .....**

Adresa: .....

In atentia: .....

E-mail: .....

Fax:

sau la orice alta adresa notificata de catre Parti.

17.2. Notificarile se vor considera primite de catre Partea destinatară: (i) la data livrării, in cazul livrării personale sau prin curier sau (ii) la data semnării confirmării de primire – in cazul expedierilor prin scrisoare recomandată.

**18. CHARACTER INDEPENDENT**

18.1. In cazul in care, orice prevedere din prezentul Acord devine invalida, ilegala sau inaplicabila in orice privinta in baza legii oricarei jurisdictii, acea prevedere va inceta, in jurisdictia respectiva, a-si mai produce efectele in masura necesara fara a afecta sau prejudicia validitatea, legalitatea si aplicabilitatea celorlalte prevederi din acest Acord sau al prevederii respective intr-o alta jurisdictie. Prevederea invalida sau inaplicabila va fi inlocuita de catre Parti cu o prevedere valida, legala si

provision which comes as close as possible to the original intent of the Parties and the invalid, illegal or unenforceable provision.

aplicabila pe cat de apropiata posibil de intentia initiala a Partilor si de prevederea invalida, ilegala si inaplicabila.

**19. LANGUAGE**

19.1. This Agreement is concluded in Romanian and English language. In case of discrepancies between the Romanian and English version the Romanian version shall prevail.

**19. LIMBA**

19.1. Prezentul Acord este incheiat in limbile romana si engleza. In cazul unor neconcordante dintre versiunile romana si engleza, versiunea romana va prevala.

**IN WITNESS WHEREOF** each of the Parties has caused this Agreement to be duly executed, on the date above mentioned, in 2 two bilingual counterparts in English and Romanian, 1 (one) counterpart being retained by each Party.

**DREPT MARTURIE A CELOR DE MAI SUS**, fiecare Parte a semnat prezentul Acord la data mai sus mentionata, in 2 (doua) exemplare bilingve in engleza si romana, cate 1 (un) exemplar pentru fiecare Parte.

**SC BRIDGESTONE ROMANIA SRL**

**SC BRIDGESTONE ROMANIA SRL**

By: Florin Ponoran

Prin Florin Ponoran

Position: General Manager

Functia: Director General

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\_\_\_\_\_

**SC [BUYER]**

**SC [CUMPARATOR]**

By:

Prin:

Position:

Functia:

\_\_\_\_\_

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