

THE NATIONAL FOREST ADMINISTRATION - ROMSILVA
SUCEAVA FORESTRY DIRECTORATE

No. 18662/05.07.2024

ANNOUNCEMENT
regarding the organization of
THE ELECTRONIC AUCTION
for the sale of wild berries from the spontaneous flora

1. Electronic auction's organizer: **DIRECTIA SILVICĂ SUCEAVA, Suceava, b-dul. 1 MAI, nr. 6, jud. Suceava e-mail: office@ suceava.rosilva.ro**
2. Date and hour for the auction's start:
09.07.2024, starting at hour 12 o'clock (standard EET) for the lots of wild berries found on the state forest fund, administered by Suceava Forestry Directorate.
3. Place of the auction: **electronic auctioning platform of The National Forest Administration – Romsilva available at the following web address: www.fructernp.ro**
4. Type of the auction: **ELECTRONIC AUCTION for the sale of wild berries.**
5. The total quantity of forest fruit offered for sale in the auction is **63** tons, as following, by species:

SPECIES	QUANTITY (TONS)
RASPBERRIES (<i>Rubus idaeus</i>)	63

6. The auction is organized and will be conducted according to the terms from the Task Book. The Task Book is available at www.silvasv.ro, www.rosilva.ro.
7. The deadline for submitting the necessary documentation for registration and preselection/admittance to auction:
The requested documentation, according to the Task Book regarding the preparation and the conducting of the electronic auction will **be transmitted/submitted** to the organizer of the auction – **DIRECTIA SILVICĂ SUCEAVA, Suceava, b-dul. 1 MAI, nr. 6 until 08.07.2024, 14 o'clock** (standard EET), **EXCLUSIVELY** by **e-mail**, at the email addresses: **office@suceava.rosilva.ro** OR **productiedssv@gmail.com**, in pdf format..

For the registration in the **ELECTRONIC AUCTION**, the enterprises/entities will transmit the **necessary documentation/forms** according to the Task Book, as following:

- a. **Application form**, that will contain the complete identification data of the applicant – name of the enterprise/entity; headquarter address, phone, fax, etc. **with the indication of their electronic identity (valid email address of the applicant, and other relevant**

information, according to the specifications from the Task Book, signed by the enterprise/entity's representative.

b. Self-statement/declaration on one's own responsibility, that the enterprise/entity has no pending debts towards the NFA or its subsidiaries, according to the form annexed to the Task Book, signed by the enterprise/entity's representative.

c. Proof or registration from the National Trade Office or equivalent from the country of origin in the case of foreign enterprises/entities, including the document that specifies the VAT code of the company. Documents will be submitted in copy.

The auction commission will analyze the participation documents submitted by the economic operators and will establish the list of the operators admitted to participate in the auction, as well as the list of the rejected economic operators, with the reasoning of their rejection.

8. The list of the auctioned lots and the starting prices for each lot is published on the web site www.silvasv.ro, www.rosilva.ro.
9. Not-adjudicated lots will be submitted to direct sale through negotiation.
10. The customers can obtain the Task Book on the web page of the organizer of the electronic auction, www.silvasv.ro, www.rosilva.ro starting with: **03.07.2024**.
11. Other relevant information regarding the set up and the conducting of the electronic auction:
 - **The auction participation fee is 50 euros.**
 - **The contracting guarantee is comprised of 5% from the starting value of each intended lot.**
 - Bank and bank accounts for the payment of the participation fee and the contracting guarantee are:

RO41 BRDE 340S V102 8710 3400 opened at BRD Bank Suceava, for lei
RO87 BRDE 340S V114 5212 3400 opened at BRD Bank Suceava for euro
BIC code: BRDEROBU

The economic operators will pay the participation fee and the contracting guarantee so that the money appears in the account of the auction organizer until the hour of the auction's start and will send the prove of payment until **08.07.2024, 14 o'clock** (standard EET), by e-mail office@suceava.rosilva.ro OR productiedssv@gmail.com. Companies that do not pay the participation fee and the contracting guarantee until the date and hour for the auction's start/ do not send the prove of payment, will not be able to participate in the auction.

Relevant information regarding the electronic equipment used, technical conditions and specific ways of connection:

- The connection is realized by entering www.fructernp.ro in your internet web browser;
- Accepted devices that can be utilized for the connection are: PC/Laptop, tablet, smartphone (android or IOS);

- Stable internet connection: mobile connection at least 3G, preferable 4G or fix internet connection, at least 10 mbps;
 - You must use devices equipped with internet browsers that can support browsers like: Chrome, Opera, Mozilla, Safari, or Microsoft @EDGE, or Internet Explorer version 10 or higher;
 - After the start of the auction, the risks of not meeting the minimum requirements for the connection (listed above) to the electronic auction platform, a stable internet connection, steady electric supply required for the functioning of devices, including the fortuitous case, are the responsibility of the registered/preselected enterprises/entities operator.
- Adjudication criteria: highest prices offered.
 - Electronic auction will be conducted in **ONE ROUND**, according to the steps described in the Task Book, in the order of lots from the auction list, according to the present announcement and the Task Book. The electronic auction will close after the last lot from the auctioning list.
 - Supplementary information: **a trial test will be organized in order for the participants to adapt to the electronic platform. The trial test will be organized for those admitted to participate in the electronic auction. The trial test will occur on 08.07.2024 starting at hour 16⁰⁰ (standard Romanian time).**
12. For further information and other concerns, you can contact the organizer of the E-auction: **Directia Silvică Suceava, phone 0040745518069 or at the following email address: productiedssv@gmail.com. Also, you can contact the following phone number regarding the connection to the electronic platform: 0040743511909.**

**Organizer,
SUCEAVA FORESTRY DIRECTORATE**

MANAGER,
Ing. Sorin CIOBANU




TASK BOOK

Regarding the electronic auction of wild berries sales from the Romanian spontaneous flora

- I. SUCEAVA FORESTRY DIRECTORATE (Direcția Silvică Suceava) Romania organizes a public electronic auction for the sale of **63 tons of wild berries** from the national spontaneous flora. Lots, quantities and other details are detailed in **Annex no. 1** of the present Task Book.
- II. The date and place for the electronic auction: **09.07.2024, at 12 o'clock (Standard EET)** on the electronic auction platform of the NFA – Romsilva, available at the following web address www.fructemp.ro
- III. Conditions of participation:
 1. The participation is opened for all legally established enterprises/entities from Romania or other states.
 2. Legally established enterprises/entities who want to attend in the electronic auction will not have pending debts towards the NFA – Romsilva or its subsidiaries.
 3. The documentation needed for the admission in the electronic auction can be submitted **until 08.07.2024, at 14 o'clock (Standard EET)** inclusively, by e-mail, in pdf format, at the following e-mail addresses: [office@suceava.rosilva.ro](mailto:office@ suceava.rosilva.ro) OR productiedssv@gmail.com.

The documentation needed for admission will be comprised of:

 - a. The participation application, with the identification data of the enterprise/entity: name of the enterprise/entity, location, address, phone/fax/email and other relevant information, according to Form no. 1, annexed to the present Task Book, signed by the enterprise/entity representative. **You need to make sure to write in the application a valid electronic identity (valid e-mail address) needed for the authentication on the auctioning platform.**
 - b. The self-statement/the statement on one's own responsibility that the enterprise/entity does not have any pending debts towards the NFA - Romsilva or any of its subsidiaries, signed by the enterprise/entity's representative, Form no. 2, annexed to the Task Book.

- c. The proof or registration from the National Trade Office or equivalent from the country of origin in the case of foreign enterprises/entities, including the document that specifies the VAT code of the company. Documents will be submitted in copy.
4. The auction commission will analyze the participation documents submitted by the economic operators and will establish the list of the operators admitted to participate in the auction, as well as the list of the rejected economic operators, with the reasoning of their rejection.
5. The legal person's delegate to participate in the auction will be empowered in writing by the company's administrator.
6. The electronic auction will be on separate lots, grouped by species, delivery options, packaging and state of the product. All these aspects are detailed in Annex no. 1.
7. For the participation in the auction, all enterprises/entities have to pay the participation fee and the contracting guarantee so that the money will appear in the account of the auction organizer until the hour of the auction start **and to prove the payment by e-mail office@ suceava.rosilva.ro OR productiedssv@gmail.com, until the hour of the auction start.**

The participation fee is 50 euros and the contracting guarantee is the equivalent of 5% of the starting value of the intended lots.

If the enterprise/entity will not adjudicate the desired lot/lots, the contracting guarantee is returned to the auctioneer in maximum 5 (five) working days or it can be used for the next auction, based on the client's written request. For the adjudicated lots, the contracting guarantee is retained in order to constitute the advance payment stated at Art. 3.3 of the Sales contract. The participation fee and the contracting guarantee can be paid via bank in the following bank accounts:

- **RO41 BRDE 340S V102 8710 3400 opened at BRD Bank Suceava, for lei;**
- **RO87 BRDE 340S V114 5212 3400 opened at BRD Bank Suceava for euro;**
- **BIC code: BRDEROBU;**

IV. The electronic auction:

1. The electronic auction will take place on the electronic auction platform, available at the following web address: www.fructernp.ro
2. The auction is exclusively electronic.
3. The auction session starts online at the indicated time in the auction announcement and in the Task Book.
4. Prior to the auctioning start, the enterprises/entities will log in on the electronic platform using the credentials: **username – your valid email address, password: will be sent to you** by the organizer at the indicated email address from the application form.
5. Relevant information regarding the electronic equipment needed, technical conditions and connection steps:
 - the connection will begin by accessing www.fructernp.ro in your internet browser;

- to log in on to the platform, the following devices can be used: PC/laptop, tablet, smartphone (with Android or IOS). You need a stable internet connection, min 3G, and preferable 4G, or home/fixed internet, minimum 10 mbps internet speed;
- the devices must have internet browsers with support for the following browsers: Chrome, Opera, Mozilla, Safari and Microsoft ®EDGE, or Internet Explorer minimum version 10 or higher;
- after the beginning of the auction, the risks of not fulfilling the minimum requirements for the connection to the electronic auction platform, a stable internet connection and a stable power source for the device you are using, including the fortuitous case, all fall in the enterprise/entity's operator fault.

Attention please!!!

A valid email address belonging to the auctioneer is strictly necessary for the organizer to be able to send him the login credentials (username and password) for the access to the electronic auctioning platform.

WE RECOMMEND to the economic operators the use of a secure e-mail address, to which the representative of the economic operator who will participate in the electronic auction has access.

6. Eventual connection problems can be solved before the starting time of the auction; after the beginning of the electronic auction, there is no possibility of solving such problems.
7. The auction will begin at the date and the time indicated in the auction announcement, in the order indicated in the catalogue of auctioned lots, according to Annex no. 1 of the Task Book.
8. For each individual lot, the auction begins with the starting price. Offering the starting price is considered as offer/bidding. The following bids of other participants, higher than the previous offer, are considered bidding and the biddings are registered in the auctions conducting registry.
9. If the warranty for a certain lot is not covered by the unused warranty of the bidder, the bidder cannot bid for that certain lot. The unused warranty value is listed in the user's panel and is automatically updated and diminished with the used warranties for the adjudicated lots.
10. It is declared as winner, for each species and lots, the enterprise/entity that offered the higher price compared to the starting price.
11. The auction committee can decide, with the vote of the simple majority of the members of the committee present:
 - a.1.) postponement of the start time, suspension/resumption or cancellation of the auction, if, before the time established for the start of the electronic auction or during the course of the auction procedure, the occurrence of situations that could not be foreseen and nor prevented, arising from external causes, not attributable to the

auction organizer or the economic operators and which do not allow the start of the auction at the originally set time or the continuation of the procedure, respectively:

- failure of the auction platform;
- connection problems to the IT auction platform proven by the economic operators and/or found by the commission;
- interruption of the supply of electricity and/or internet services affecting large areas;
- other technical problems or inadvertences related to the data entered in the auction platform (missing or duplication of some items from the auction list, erroneous data regarding the contracting guarantee, etc.).

a.2.) The list from letter a.1.) is not exhaustive and the commission can consider other factors/events, which it considers to be circumscribed by the definition from letter a.1.).

12. The auctioning process:

- a) At the date and time set out in the auction announcement and task book, the auction shall start automatically in the order set out in the list of lots from Annex no. 1. The auction for each lot is carried out according to the process described below:
- b) In the panel of the user's (the economic operator) top side, there are displayed the identification elements of the lot (forest district, lot code, product status, warranty, species, quantity and starting price in the auction);
- c) For the introduction of the first offer (the starting price according to the auction list), by pressing the "Bid" button by an economic operator, the system allocates 30 seconds. If, within 30 seconds, no bidder offers the starting price, the lot will not be adjudicated;
- d) If the starting price has been offered, the remaining time for the introduction of a new bid higher than the previous one, displayed above the bidding panel, is set by the system, automatically, at 20 seconds. The timer indicates, in descending order, the number of seconds left to enter a new valid offer. At the expiration of this time interval of 20 seconds, if no additional offer has been introduced compared to the initial one (starting price offered by the first economic operator), the lot is adjudicated with a single offer;
- e) Within the time interval of 20 seconds, the introduction of a valid offer by any economic operator, whose unused contracting guarantee allows the bidding of the respective lot, determines the instantaneous display to all economic operators of the maximum offered price and the reset of the time interval (timer) at 20 seconds for the introduction of a new offer by any interested economic operator. At the expiration of the new 20-second interval, the lot will be adjudicated by the operator who has made the highest bid.
- f) To facilitate the bidding, the economic operators have 4 (four) possibilities, of which three buttons: "Bid", "Bid +5" and "Bid +10", respectively a field in which a valid price can be manually entered from the keyboard (higher than the last offer), so that:

- by pressing the "Bid" button, it is offered with 1 (one) euro/ton over the previous offer;
 - by pressing the "Bid + 5" button, it is offered with 5 (five) euro/ton over the previous offer;
 - by pressing the "Bid +10" button, it is offered with 10 (ten) euro/ton over the previous offer;
 - by manually entering a valid unit price in the dedicated box (higher than the last offer), followed by pressing the "Bid" button;
- g) The maximum price offered for the lot, the price offered by the economic operator and respectively the number of offers made (biddings) for the lot are displayed in the bidding panel;

To resume, the following situations may occur for a lot:

A) The lot remains **NOT ADJUDICATED** if:

- i) No bid equal to or greater than the starting price was entered within the initial 30 seconds interval;

B) The lot is **ADJUDICATED** if:

- ii) At least one offer equal to or greater than the starting price has been entered;

13. At the end of the auction, a report recording the participants in the auction, their bids, the winners and the adjudicated/not adjudicated lots shall be drawn up, as well as any objections from the participating legal entities regarding the organization of the auction.

Any eventual contestations regarding the conduct of the auction will be notified to the organizer within 24 hours from the completion of the procedure.

V. Direct negotiations:

Any lots that were not adjudicated will be offered at the negotiations, at a later date

VI. Contracting of the adjudicated lots:

1. For the adjudicated lots, a sales contract will be closed and signed, based on the frame model annexed to the Task book.
2. The sales contract/s will be closed and signed in maximum 10 calendar days from the auction's date. Otherwise, the enterprise/entity will lose the warranty.

VII. Mode and duration of the closed sales contracts:

1. The closed sales contracts, following the auction, are valid until **31.12.2024**.
2. The payment will be made to the seller **before** the transportation of the goods, based on an invoice issued by the seller for the quantity delivered.
3. Before shipping the goods from the Territorial Forrest Administration, the buyer's delegated person has to make the reception of the goods in terms of quality and quantity. Ulterior complaints cannot be taken under consideration.
4. The seller will notify in writing the buyer regarding the limit term/deadline for the pick up of the goods. If the goods mentioned in Annex no.1 of the sales contract are not picked up by the buyer within the notified deadline, penalties of 0,3% from the total value of the undelivered goods will be charged for each day of delay.
5. If the goods are not picked up by the buyer within 10 calendar days after the expiry of the notified limit term, the seller can unilaterally terminate the contract and can organize a new auction for the goods; in this case, the buyer loses the advance payment mentioned in Article 3.3 from the sales contract.
6. Any other terms and conditions that will be further negotiated with the enterprises/entities will be agreed by both sides and will be mentioned in additional acts to the contract, signed by both parties.
7. Suceava Forest Directorate reserves the right to lower the auctioned and contracted quantities in accordance to specific climate conditions, vegetation conditions, specific economic situation and labor force, without the buyer to have the right to claim compensations. Also, in the case of excess production, both parties can jointly supplement the contracted quantities. Additional acts will be closed regarding each specific situation.

MANAGER,
Ing. Sorin CIOBANU



Forest Berries Commercial
Department,
Ing. Adrian AIROAIE

A blue ink signature of Ing. Adrian AIROAIE.

BERRIES LOTS OFFERED FOR SALE IN THE ELECTRONIC AUCTION ORGANIZED ON 09.07.2024

No.	SPECIES	FORESTRY DIRECTORATE	LOT CODE	QUANTITY	STARTING PRICE	CONTRACTING GUARANTEE	PRODUCT TYPE*	WAY OF PACKAGING**	TERMS OF DELIVERY***	PLACE OF DELIVERY
				Tons	Euro/ton	Euro/lot				
1	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-01	21	4500	4725	FROZEN, ORGANIC CERTIFIED	BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
2	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-02	21	4500	4725	FROZEN, ORGANIC CERTIFIED	BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
3	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-03	21	4500	4725	FROZEN, ORGANIC CERTIFIED	BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA

NOTE: If the buyer opts for delivery to the seller's barrels, the value of the packaging in the amount of 150 euros/ton will be added to the auction price.

- * PRODUCT TYPE: FRESH / REFRIGERATED / FROZEN
- ** WAY OF PACKAGING: AT THE CUSTOMER'S REQUEST FOR A COST
- ***TERMS OF DELIVERY: EXW/FCA

SPECIES	QUANTITY	U.M.
RASPBERRIES (Rubus idaeus)	63	TONS
TOTAL	63	

Enterprise/entity. _____

Form 1

No. _____/_____ 2024

To,

REGIA NAȚIONALĂ A PĂDURILOR - ROMSILVA

Application for a wild berry electronic auction

S.C. _____, headquarters in
(full _____ address)

_____ County.

_____, phone _____, fax _____,

e-mail _____, represented by

_____ in official quality as

(administrator/associate) _____, we request

the admission to the electronic auction which will take place on the **9th of July**

2024, for the selling of wild berries..

Electronic identity (valid e-mail address) _____

- the valid e-mail address of the economic operator is absolutely necessary for the transmission of the authentication data (user name and password) in the electronic auctioning platform.

- **WE STRONGLY RECOMMEND** economic operators to use a secure e-mail address, to which the economic operator's representative, who will participate in the electronic auction, has access

RNP-Romsilva, processes data and information, including the nature of personal data, to which the provisions of Regulation (EU) no. 679/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing of Directive 95/46 / EC (General Regulation on data protection), the data being provided and processed under the law.

The data filled in this form by the signatory is considered the explicit consent for the further processing of these data.

Date:

Signature and stamp:

Enterprise/entity. _____

Form 2

Nr. _____/_____ 2024

**DECLARATION ON OWN LIABILITY THAT THE ENTERPRISE/ENTITY HAS NO
PENDING DEBTS TO RNP-ROMSILVA OR ANY OF ITS SUBSIDIARIES**

Enterprise _____, headquarters
in (full address) _____

County. _____, phone _____, fax

_____, e-mail _____, represented by

_____ in official quality as (administrator/associate)

_____, declare on OUR own responsibility, under

the sanctions applied to the act of forgery in public documents, that:

- at the electronic auction dated **09.07.2024** for the selling of wild berries, the economic operator I/we represent has no pending debts to any of the National Forests Administration – ROMSILVA's subsidiaries.

- the information is correct and complete and I agree that the auction organizer will verify with its subsidiaries this statement, requesting any supporting documents regarding this matter.

(Name and surname)

(Signature and stamp)

CONTRACT OF SALE

No. _____ from _____

I. THE CONTRACTING PARTIES

1. REGIA NAȚIONALĂ A PĂDURILOR – ROMSILVA, by DIRECȚIA SILVICĂ SUCEAVA headquartered in Suceava, Street. B-dul 1 Mai no.6, county Suceava, Romania, phone: +40.230.522.564, fax: +40.230.521.783, registered at the National Trade Office from Suceava under the number. J33/1109/1991, fiscal code RO1590120, current bank account _____ opened at BRD Suceava Bank, represented by ing. _____

as Director and _____ as Financial Chief Officer, as **SELLER**, and

2. _____, headquartered in _____, Street. _____, County _____, phone: + _____, fax: _____, registered at the National Trade Office –firm number _____, fiscal (VAT) code _____, current bank account _____ opened at _____, represented by _____, as **BUYER**.

II. THE OBJECT OF THE CONTRACT

Art. 2.1. The object of the present contract of sale is the sale of wild berries, hereinafter referred to as products, in the quantities and specifications from Annex 1 of the present contract. The specified quantities were adjudicated by the buyer according to the electronic auction Report registered at the seller under the number _____.

Art. 2.2. The contracted quantities can be decreased at the initiative of the seller in special specific situations, independent of the buyer's will: lack of fructification at certain species, extreme meteorological events that can totally or partially affect the product resources at some species, possibility of harvesting, lack of labor force necessary for harvesting the products, etc. In case of such circumstances, the seller will notify the buyer in writing, immediately after their ascertainment.

Art. 2.3. The contracted quantities can be increased at the request of one of the parties. The additional quantities will be written in an **Additional Act** to the present Contract of Sale, respecting the specific harvesting regulations regarding the wild berries harvesting.

III. THE PRICE, TOTAL VALUE OF THE SALES CONTRACT AND MEANS OF PAYMENT

Art. 3.1. The prices, in Euro, without VAT, and the delivery conditions of the products that are the object of the present sales contract are established according to the electronic auction Report nr. _____ and are stated in Annex 1 to the present Contract of Sale.

Art. 3.2. The total estimated value of the present sales contract is _____ euro, without VAT.

Art. 3.3. In maximum 10 calendar days after the signing of the contract, but before the first delivery of the products, the buyer will pay the seller an amount equivalent to 5% of the total

value of the contract. This advance payment will then be used at the last delivery, after the buyer has fulfilled all his contractual conditions.

Art. 3.4. The payment of the products will be made in advance for each delivery, by the buyer, based on a proforma invoice issued by the seller. The payment is considered fulfilled at the moment the seller's bank confirms the payment receipt.

Art. 3.5. The payment will be made in euro by the enterprises/entities from EU member states and in ron by the enterprises/entities from Romania, at the official Romanian National Bank monetary course from the day of the auction.

IV. THE DELIVERY AND RECEPTION OF THE PRODUCTS

Art. 4.1. The reception and delivery of the products will be made at the seller's warehouse/wild berries processing center.

Art. 4.2. The delivery conditions and packing ways are according to the specifications from Annex 1 of the present Contract of Sale/technical data sheet agreed by both parties.

Art. 4.3. The delivery of products is made by means of transportation/conveyance provided by the buyer, based on the reception regarding the quantity and quality of products. Reception will be made by an appointed delegate of the buyer in the presence of a representative of the seller, at a jointly agreed date and time. If the buyer is not participating at the reception of the products before they are loaded for transportation, it will be considered that the buyer has accepted the products.

Art. 4.4. After the reception of products and their loading for transport, any complaint regarding the quantity and the quality of products is null and void. The status of the products during transportation is in the responsibility of the buyer.

Art. 4.5. The seller will not deliver the products if they are not paid in full.

V. THE OBLIGATIONS OF PARTIES INVOLVED

Art. 5.1. The seller is obliged:

- a) to deliver the quantities of products that are the object of the present Contract of Sale, according to the conditions stated at Art. 2.1, 2.2 and 2.3 of the present Contract of Sale;
- b) to communicate the buyer the date of reception and delivery of the products for each individual delivery and to deliver the products on the date established by mutual agreement, if the buyer has fully fulfilled his contractual obligations;
- c) to carry out the packing, labeling, loading and fixing for the transport of the received products, according to the statements of Annex no. 1 to the present Contract of Sale/technical data sheets agreed by the parties;
- d) to issue the invoice and the documents accompanying the products received and loaded for transport, according to the provisions of the legislation in force.

Art. 5.2. The buyer is obliged:

- a) to pay the advance of the contract within the term and in the amount provided in Art. 3.3. of the present Contract of Sale;
- b) to pick-up the quantities of products that are the object of the present Contract of Sale under the conditions specified in Art. 2.1, 2.2 and 2.3;
- c) to ensure the necessary means of transport for the pick-up of the products, on the date mutually agreed with the seller;
- d) to provide a delegate to participate in the quantitative and qualitative reception of the products, at each delivery. After the products' reception and loading for transportation, the buyer's delegate signs the delivery documents;
- e) to pay the value of the products in advance for each delivery.

VI. THE CONTRACTUAL RESPONSIBILITY, PENALTIES AND DAMAGES - INTERESTS

Art. 6.1. In performing this Contract of Sale, the parties undertake to act in good faith.

Art. 6.2. For the non-execution or improper execution of the obligations assumed by this Contract of Sale, the guilty party owes to the other party penalties and/or damages, according to the provisions of the contract.

A. In the seller's task

Art. 6.3. If the seller does not deliver to the buyer the quantity of products specified in Annex no. 1 until the maximum deadline period, the buyer is entitled to request, and the seller is obliged to pay, contractual penalties of 0.3% from the value of the undelivered products. The penalties are not due in the situations stated in Art. 2.2. or in other situations of unforeseen events/special situations provided by law or if the buyer has not fulfilled the obligations of Art. 5.2.

Art. 6.4. If the buyer ensures the means of transport for the delivery of the products on the date agreed with the seller and the products are not ready for delivery due to the fault of the latter, the seller owes damages to the buyer in the amount of 500 lei for each day of unjustified parking of the means of transport. The damages are not due if the buyer has not fulfilled his obligations from Art. 5.2.

B. In the buyer's task

Art. 6.5. The seller will notify the buyer in writing regarding the deadline for the pick-up of the products. If the buyer does not pick-up the products specified in Annex no. 1 within the established term, he is entitled to charge penalties of 0.3% from the value of the undelivered goods for each day of delay.

Art. 6.6. If within 10 calendar days after the expiration of the notified deadline the products are not picked-up, the seller can unilaterally terminate the contract and can organize a new auction for the capitalization of the products to other buyers. In this case, the buyer loses the prepayment stated in Art. 3.3 of the present Contract of Sale.

VII. THE VALIDITY AND THE TERMINATION OF THE CONTRACT OF SALE

Art. 7.1. This Contract of Sale enters into validity on the date of registration at the seller (after being signed by both parties) and terminates by right on **31.12.2024**.

Art. 7.2. The contract may be extended, by mutual agreement, by an Additional Act signed prior to the termination of the contract's validity, according to the legal provisions. The contract cannot be extended if this leads to the depreciation of the products that are the object of the present Contract of Sale.

VIII. THE DISSOLUTION OF THE CONTRACT OF SALE

Art. 8.1. The dissolution of the contract can be done in the following situations:

- a) If the buyer does not pay the advance of the contract within the terms provided by Art. 3.3. of the present Contract of Sale.
- b) If the buyer does not pick-up the goods specified in Annex no.1 of the present Contract of Sale, as of Art. 6.6.

IX. FORTUITOUS CASE/MAJOR FORCE

Art. 9.1. The fortuitous case/major force refers to any event independent of the will of the parties, unpredictable and unavoidable, occurring after the beginning of the validity of the present Contract of Sale and that prevents the parties from partially or fully fulfilling their contractual obligations.

Art. 9.2. The fortuitous case/major force exempts the contracting parties from fulfilling the obligations assumed by this contract for the period during which it acts.

Art 9.3. The fulfilling of the contract will be suspended during the period of action of the major force, but without prejudice to the rights that were due to the parties until its occurrence.

Art. 9.4. The contracting party invoking major force shall notify the other party within 5 calendar days of its occurrence and shall take all measures available to him to limit the consequences.

Art. 9.5. If the major force acts or is deemed to act for more than 6 months, each party shall have the right to notify the other party of the full termination of the contract, without any of the parties being entitled to claim penalties/damages from the other one.

X. DISPUTE RESOLUTION

Art. 10.1. Any disputes between the parties regarding the execution of the contract will be solved amicably. Otherwise, these will be settled by the competent judicial court from the seller's country.

XI. OTHER PROVISIONS

Art. 11.1. In the case of organic products delivery, the buyer undertakes to bear all the costs occasioned by their certification, providing the seller with the appropriate labels for each delivery. The seller will mention, in all delivery documents, in addition to the product name, the bio specification.

Art. 11.2. This contract has been drawn up in duplicates, one for the seller and one for the buyer.

SELLER
DIRECȚIA SILVICĂ SUCEAVA

BUYER

ROMANIAN NATIONAL FOREST ADMINISTRATION - ROMSILVA
FORESTRY DISTRICT SUCEAVA

ANNEX NO.1 CONTRACT OF SALE No.....from

NR. CRT.	LOT CODE	SPECIES	QUANTITY	PRICE	VALUE		PRODUCT TYPE*	WAY OF PACKAGING**	TERMS OF DELIVERY***	PLACE OF DELIVERY
				euro/u.m. (without VAT)	euro	(without VAT)				
1			tons							
TOTAL										

SELLER,
DIRECTIA SILVICA SUCEAVA

BUYER,