

## 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 **31.12.2026**.

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

**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.<br>CRT. | LOT<br>CODE | SPECIES | QUANTITY    | PRICE                                  | VALUE                   | PRODUCT<br>TYPE* | WAY OF<br>PACKAGING** | TERMS OF<br>DELIVERY*** | PLACE OF<br>DELIVERY |
|-------------|-------------|---------|-------------|----------------------------------------|-------------------------|------------------|-----------------------|-------------------------|----------------------|
|             |             |         | <i>tons</i> | <i>euro/u.m.<br/>(without<br/>VAT)</i> | Euro<br>(witout<br>VAT) |                  |                       |                         |                      |
| 1           |             |         |             |                                        |                         |                  |                       |                         |                      |
| TOTAL       |             |         |             |                                        |                         |                  |                       |                         |                      |

SELLER,  
DIRECTIA SILVICA SUCEAVA

BUYER,