

SERVICE PROVIDER AGREEMENT Nr. 15 CT – 0007

This Agreement is concluded today, 31/07/2015, by and between SALONIX-TEH S.R.L. Ltd., hereinafter called „**The Service Provider**” and R.E.M. S.R.L. Ltd., hereinafter called „**The Customer**”, Hereinafter called individually "**Party**" and collectively "**Parties**", have agreed upon the following clauses:

ARTICLE 1: OBJECT OF THE AGREEMENT

- 1.1. The Service Provider agrees to provide assembly services (hereinafter called Products) to a Customer, and the Customer agrees to deliver the necessary pieces for the assembly and to pay the price for supplied services.
- 1.2. The Customer is obliged to deliver with the materials and assembly layout, circuit assembly, journal cable and all documents necessary for assembling required electrical panels, otherwise he will pay the surcharge specified in the contract.
- 1.3. The transportation details will be established by the Parties before every delivery according to Incoterms 2010 conditions. The delivery will be done under CIP conditions.
- 1.4. The price and the quantity of Products will be indicated in the Customer's order, which must be approved by both Parties.
- 1.5. The pieces for assembly will be delivered to The Services Provider within in a maximum time limit of 15 days of the approval of the order.
- 1.6. The deadline for providing services is 20 days of the date of reception of the pieces.

ARTICLE 2: AGREEMENT VALUE

- 2.1. The total value of the Agreement is € 1.600,00 (one thousand six hundred,00) Euro.
- 2.2. The payment term: The payment will be 50% before work, the remaining 50% after the test carried out in the presence of our engineers at your company, before the goods are shipped.
- 2.3. Some addition materials to be used in the production process will be specified in a additional list and will be charged to a separate taxes them according to local market costs.
- 2.4. The Parties mutually agree that the moment of the payment is the one when The Services Provider 's account is credited, which is the moment when the amount due by The Customer has entered the account of: c/b 2251106605001498, TVA 0503432, Procreditbank SA, PRCBMD22, IDNO 1003600092467.
- 2.5. In case of the failure to accomplish the payment obligation (within the agreed payment term), The Customer will owe delay penalties of 0.1% (percent) per day, calculated based on the due and unpaid amount; penalties will be owed and paid by The Customer until the principal debt is integrally paid.
- 2.6. All the bank fees, including correspondent bank, outside of The Customer's country are paid by The Services Provider, while within The Customer's territory are supported by The Customer.
- 2.7. The prices are fixed in Euro.

ARTICLE 3: INSURANCE

- 3.1. The Customer is responsible for all possible damages of the delivered pieces.
- 3.2. Transport risks will be borne by The Customer under the terms of delivery conditions.
- 3.3. The Services Provider is responsible for all possible damages of the delivered Products.
- 3.4. The Customer will be responsible for covering the cost for transportation, customs clearing and all other related to deliver of Products.

ARTICLE 4: RECEPTION

- 4.1. Reception of pieces will be executed at the place, specified by The Services Provider for each pieces delivery, and at the time the pieces reach The Customer's delivery address.
- 4.2. The pieces will be considered as received according to:
Quantity – as indicated in transportation documents,
Quality – as per conformity certificates;
- 4.3. Reception of Pieces and of Products will be made by signing the Receive Act by both Parties.

ARTICLE 5: DELIVERY OF DOCUMENTS

- 5.1. The Pieces and the Products will be accompanied at the delivery by following documents:
 - Fiscal invoice (invoice)
 - Packing list
 - Certificates of compliance
 - Certificates of Origin (if it is necessary)
 - CMR international letter of transportation.

ARTICLE 6: TERM CONTRACT

6.1. The Agreement starts from the signature day and is valid until 12 months, and may be prolonged by parties' agreement.

ARTICLE 7: CONDITIONS OF TERMINATION OF THE AGREEMENT

7.1. This Agreement is terminated, in full right, without the intervention of the Court and without being necessary other previous procedures, under the following conditions:

- by Parties' convention;
- by unilateral denouncement of any of the Parties, with a previous (written) notification of 30(thirty) calendar days, sent to the other Party;
- by termination, by any of the Parties, for the failure of the other party to accomplish, due to its fault, the obligations assumed in this Agreement, with a previous notification sent to the Party in default.

ARTICLE 8: FORCE MAJEURE

8.1. No contractual Party will be held responsible for the failure to execute in due term and/or for improper execution, totally or partially, of any of the obligation it has based on this Agreement, if the failure to execute the respective obligation was caused by a force majeure event. Such events are: war, natural calamities, strikes, legal restrictions and any other event which is beyond the control of the Party affected by these events. The force majeure event shall be confirmed by appropriate notification of Chamber of Commerce and Industry.

8.2. The Party invoking the above-mentioned event has to notify immediately and fully the other Party on the event, and to take all measures in view to limit the consequences of the respective event.

8.3. If the force majeure events occurs more than 30 (thirty) calendar days, each Party will be entitled to notify the other Party of the full termination of this Agreement, without obligations of any Party to pay damages-interests to the other Party, provided that these damages were caused by the force majeure events.

ARTICLE 9: TRANSFER OF PROPERTY

9.1. The property right together with all the risks related to the Products is transferred from The Services Provider to The Customer at the moment of reception by The Customer, provided that The Services Provider delivered the Products without damages, in due time, in proper quality, quantity, as is specified in the appropriate invoice.

ARTICLE 10: SOLVING DISPUTES

10.1. To contractual relations between Parties are applied the private international law.

10.2. Any litigation coming from or related to this Agreement inclusively regarding the conclusion, validity, interpretation, execution or termination, will be resolved by the Parties to mutual benefit. Unless the Parties reach a mutually acceptable result, the litigation will be resolved by the competent courts of the Republic of Moldova.

ARTICLE 11: FINAL CLAUSES

11.1. The Parties may amend and/or extend this Agreement by signing Deeds of Amendment which will become integral part of this Agreement.

11.2. Any correspondence or discussions between the Parties prior to signing this Agreement and contrary to its provisions are deemed invalid.

11.3. This Agreement is concluded today, 31/07/2015, in 2 (two) originals, I (one) for each Part.

The Service Provider

SALONIX-TEH S.R.L. Ltd

Salonix-Teh SRL

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str. Columna 170

c/f 1003600092467 TVA 0503432

c/b 2251106605001498

BC "Procredit Bank" SA

PRCBMD22

tel./fax 23-25-73 tel. 23-51-64

CEO, General Manager

Valeriu BUȚANU



The Customer

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