





1. Scope of the Contract

- 1.1. The object of the Contract consists in the provision of courier and transport services by the Provider to users (natural and legal persons) in exchange for a fee, at the request or according to the choice of the Reseller Beneficiary, under the terms and conditions provided (i) in this Contract, (ii) in the individual commercial offer attached herein as Annex 1 ("**Individual Commercial Offer**"), as well as in (iii) the following documents of the Provider, hereinafter referred to as the "**External Contractual Documents**":
 - 1.1.1. general commercial offer applicable to customers with a contract available at <https://www.cargus.ro/wp-content/uploads/Cargus-Oferta-Comerciala-Clienti-Contract.pdf> (the "**General Commercial Offer**");
 - 1.1.2. General Conditions for the Provision of Postal Services available at adresa <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/> ("**Postal Services GC**");
 - 1.1.3. Terms and Conditions applicable to Courier and Transport Services, available at <https://www.cargus.ro/termeni-si-conditii-de-transport/> ("**T&Cs**");
 - 1.1.4. packaging methods and forbidden and restricted goods, available at <https://cargus.b-cdn.net/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>;
 - 1.1.5. price indexation clause with the fuel index („**FSC**") available at <https://www.cargus.ro/index-de-combustibil/>.
- 1.2. For the avoidance of any doubt, the External Contractual Documents represent external clauses according to article 1.201 of the Civil Code, are duly, irrevocably, integrally known, understood, accepted and acknowledged by the Reseller Beneficiary and have the same binding value as the Contract itself. All versions of the External Contractual Documents are available both at the date of the signature of this Contract and henceforth on Cargus' s website www.cargus.ro.

2. Services/Conditions of performance

- 2.1. Following orders placed by phone or online, the Provider will arrive at the address specified by the Reseller Beneficiary within the time frame set by the latter and collect shipments/consignments from the Reseller Beneficiary or the users of its services, which are to be delivered in accordance with the service chosen by the users of the Reseller Beneficiary.
- 2.2. The Provider will only accept consignments based on the transport document (TN - Transport Note) generated by the users of its services and issued by the Reseller Beneficiary. The Reseller Beneficiary is obliged to ensure the correct and complete filling out of this document by the users of its services and assumes responsibility for this. The consignments will only be handed over upon receipt signature or PIN.
- 2.3. The services provided by the Provider under this Contract (hereinafter referred to as "**Services**") are specified in the Individual Commercial Offer. The description and characteristics of the Services are provided in the External Contractual Documents.
- 2.4. All conditions regarding the provision of the Services are detailed in the General Conditions for Postal Services and the Terms and Conditions: placing an order, issuing/completing transport documents, shipments excluded from collection/refusal of delivery by

1. Obiectul Contractului

- 1.1. Obiectul Contractului consta in efectuarea de catre Prestator a serviciilor de curierat si de transport marfa, catre utilizatori (persoane fizice si juridice) in schimbul unui tarif, la solicitarea /conform optiunii Beneficiarului Revanzator, in termenii si conditiile prevazute in (i) prezentul Contract, (ii) oferta comerciala individuala atasata ca Anexa 1 ("**Oferta Comerciala Individuala**"), precum si in (iii) urmatoarele documente ale Prestatorului, denumite in continuare "**Documente Contractuale Externe**":
 - 1.1.1. oferta comerciala aplicabila clientilor cu contract disponibila la adresa <https://www.cargus.ro/wp-content/uploads/Cargus-Oferta-Comerciala-Clienti-Contract.pdf> ("**Oferta Comerciala Generala**");
 - 1.1.2. Condițiile generale de furnizare a serviciilor postale, disponibile la adresa <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/> ("**CG pentru Servicii Postale**");
 - 1.1.3. Termenii si condițiile aplicabile serviciilor de curierat si de transport, disponibile la adresa <https://www.cargus.ro/termeni-si-conditii-de-transport/> ("**T&C**");
 - 1.1.4. metode de ambalare si marfuri interzise si restrictionate, disponibile la adresa <https://cargus.b-cdn.net/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>;
 - 1.1.5. clauza de indexare a pretului cu indicele de combustibil ("**Index de Combustibil**"), disponibila la adresa <https://www.cargus.ro/index-de-combustibil/>.
- 1.2. Pentru evitarea oricarui dubiu, Documentele Contractuale Externe reprezinta clauze externe conform art. 1.201 din Codul Civil, sunt cunoscute, in mod corespunzator, irevocabil, integral, intelese, acceptate si recunoscute de catre Beneficiarul Revanzator si au aceeasi valoare obligatorie ca si Contractul insusi. Toate versiunile Documentelor Contractuale Externe sunt disponibile atat la data semnarii prezentului Contract, cat si de acum inainte pe site-ul Cargus www.cargus.ro.

2. Servicii/ Conditii de prestare

- 2.1. In urma comenzilor efectuate telefonic/on-line, Prestatorul se va prezenta la adresa indicata de catre Beneficiarul Revanzator, in intervalul orar stabilit de acesta si va prelua de la acesta/de la utilizatorii serviciilor furnizate de acesta expedierile/trimiterile ce urmeaza a fi livrate in conformitate cu serviciul ales de catre utilizatorii Beneficiarului Revanzator.
- 2.2. Prestatorul va prelua expeditiile numai pe baza documentului de transport (NT-Nota de transport) generat de utilizatorii serviciilor Beneficiarului Revanzator, acesta din urma avand obligatia si asumandu-si raspunderea completarii corecte si complete a acestuia de catre utilizatorii serviciilor sale. Predarea expedierilor se va face doar in baza semnaturii de primire sau PIN.
- 2.3. Serviciile prestate de Prestator in baza prezentului Contract (denumite in continuare "**Serviciile**") sunt prevazute in Oferta Comerciala Individuala. Descrierea si caracteristicile Serviciilor sunt furnizate in Documentele Contractuale Externe.
- 2.4. Toate condițiile de prestare a Serviciilor si in legatura cu acestea sunt prevazute in CG pentru Servicii Postale si in T&C; ex: plasarea unei comenzi, emiterea/completarea documentelor de transport, expedieri excluse de la colectare/la care Prestatorul poate refuza



the Provider, prohibited goods, recognition of non-conformities upon delivery, delivery and handover of consignments, and deadlines for consignment delivery/document issuance.

2.5. Shipments ordered under the Contract may be individual (a single postal consignment/individual shipment, hereinafter commercially referred to as "Piece"/"Pieces") or multiple. Pieces exceeding 31 kg or Shipments containing at least one Piece exceeding 31 kg will be transported as freight.

2.6. Cash-on-delivery payments into the collector's account will be deposited into the Reseller Beneficiary's bank account as specified in the Basic Terms. Upon executing the monetary transfers, the Provider will transmit to the Reseller Beneficiary via email, at the address provided in the Basic Terms, a list of consignments for which payment is included in the amount settled on that date. This document will contain the following information: the transport document's serial number, the dispatch date, the delivery date of the consignment, the recipient's name, the city of delivery, the date of payment collection, the receipt number, the collected amount, and the settlement date.

2.7. To avoid any doubt, by entering into this contract, the parties declare and acknowledge that there are no contractual relationships between the Provider and the users of the Reseller Beneficiary's services.

3. Tariffs

3.1. The tariffs due from the Reseller Beneficiary to the Provider for the services provided under this Contract ("Tariffs") are established based on:

- 3.1.1. The standard tariffs list provided in the General Commercial Offer published on Cargus' website, as it can be amended from time to time ("**Basic Tariffs List**") which comprises the standard tariffs applied by Cargus ("**Basic Tariffs**") and on;
- 3.1.2. The discounts granted according to Individual Commercial Offer and on;
- 3.1.3. The discounts tier structure provided in the Individual Commercial Offer (the "**Tier Structure**"), applicable for certain services, as detailed in the Individual Commercial Offer.

3.2. For the services subject to the Tier Structure according to the Individual Commercial Offer, the Tariffs are determined as follows:

- 3.2.1. The Reseller Beneficiary commits to send the Committed Number of Shipments/Invoicing Period provided in the Individual Commercial Offer (Annex 1) which is an integral part of this Contract;
- 3.2.2. The Actual Number of Shipments sent by the Reseller Beneficiary per Invoicing Period is determined, based on Cargus' evidences and framed within the Tier Structure;
- 3.2.3. The relevant discount percentage determined is applied to the Basic Tariffs;

3.3. However, the tariff collected or to be collected is determined based on the physical characteristics of the Consignments indicated by the user at the time of placing the order, and it can be subsequently adjusted when Cargus utilizes appropriate measurement tools during the collection of the Consignment, in accordance with the contractual provisions regarding tariff determination.

predarea, marfuri interzise, recunoasterea neconformitaților la predare, livrarea si predarea expedierilor, termene de predare a expedierii/emiterea documentelor.

2.5. Expedierile comandate in baza Contractului pot fi individuale (o singura trimitere postala/expediere de transport individuala, denumite in continuare comercial „**Piesa**”/„**Piese**”) sau multiple. Piese care depasesc 31 de kg sau Expedierile care cuprind cel putin o Piesa care depaseste 31 de kg vor fi transportate in regim de transport de marfa.

2.6. Rambursul la livrarea in contul colector va fi depus in contul bancar al Beneficiarului Revanzator prevazut in Termenii de Baza. La data efectuarii transferurilor banesti, Prestatorul va transmite Beneficiarului Revanzator prin e-mail, la adresa prevazuta in Termenii de Baza, o lista cu expedierile pentru care plata este inclusa in suma decontata la data respectiva. Acest document va contine urmatoarele date: numarul de serie al documentului de transport, data expedierii, data livrarii expedierii, numele destinatarului, orasul in care s-a efectuat livrarea, data incasarii contravalorii transportului, numarul chitanței de incasare, suma incasata, data decontarii.

2.7. Pentru evitarea oricarui dubiu, prin incheierea prezentului contract partile declara si recunosc faptul ca nu exista relatii contractuale intre Prestator si utilizatorii serviciilor Beneficiarului Revanzator.

3. Tarife

3.1. Tarifele datorate de catre Beneficiarul Revanzator Prestatorului pentru serviciile prestate in baza prezentului Contract ("**Tarifele**") sunt stabilite pe baza:

- 3.1.1. listei de tarife standard prevazute in Oferta Comerciala Generala publicata pe site-ul Cargus, asa cum poate fi modificata periodic ("**Lista de Tarife de Baza**"), care cuprinde tarifele standard aplicate de Cargus ("**Tarifele de Baza**") si;
- 3.1.2. reducerilor acordate pe baza Ofertei Comerciale Individuale si;
- 3.1.3. structurii pe niveluri de reduceri cuprinse in Oferta Comerciala Individuala ("**Structura pe Niveluri**"), aplicabila pentru anumite servicii, dupa cum este detaliat in Oferta Comerciala Individuala.

3.2. Pentru serviciile care fac obiectul Structurii pe Niveluri conform Ofertei Comerciale Individuale, Tarifele se determina dupa cum urmeaza:

- 3.2.1. Beneficiarul Revanzator se angajeaza sa expedieze Numarul Asumat de Expedieri / Perioada de Facturare prevazut in Oferta Individuala (Anexa 1) parte integranta a acestui Contract;
- 3.2.2. Numarul Efectiv de Expedieri generate de catre Beneficiarul-Revanzator in Perioada de Facturare este determinat pe baza evidentelor Cargus si incadrat in Structura pe Niveluri;
- 3.2.3. Procentul de reducere astfel determinat se aplica la Tarifele de Baza.

3.3. Totusi, tariful incasat sau care urmeaza a fi incasat este stabilit pe baza caracteristicilor fizice ale Expedierilor indicate de catre utilizator la momentul efectuării comenzii, acesta putand fi ulterior modificat ca urmare a utilizării, la momentul colectării Expedierii de către Cargus, a instrumentelor de masurare corespunzătoare, cu respectarea dispozitiilor contractuale referitoare la stabilirea Tarifului.





- 3.4. If the Reseller Beneficiary is part of a Commercial Group, the Provider agrees to apply the Group Structure to all the members of the Group. The Reseller Beneficiary undertakes the obligation and responsibility to obtain the express and unconditional agreement of the other Group members in this regard, formalized as applicable (such as adherence to this Contract, signing a separate contract, etc.).
- 3.5. All Tariffs agreed upon under this Contract are subject to the automatic indexing clause with the fuel index ("Fuel Index") as mentioned in Article 1.1.5 and available at <https://www.cargus.ro/fuel-index/>, as the Provider may periodically update or modify it.
- 3.6. For the avoidance of any doubt:
- 3.6.1. The essential elements of all Tariffs are the discounts granted by the Provider to the Reseller Beneficiary applied to the Basic Tariffs List; therefore, the absolute tariffs applicable are to be determined accordingly;
- 3.6.2. The absolute tariffs provided in the Individual Commercial Offer are the Tariffs applicable at the date of execution of this Contract; any change of the Basic Tariffs List and/or FSC will be automatically reflected in these absolute tariffs, which will be modified accordingly, automatically, without any addendum/notice/other document of formality, the agreement of the Reseller Beneficiary in this purpose being already granted by the execution of this Contract;
- 3.6.3. The Committed Number of Shipments comprises exclusively Shipments sent based on services subject to the Tier Structure; this number comprises also shipments sent via Marketplace platforms, if the case.
- 3.7. The Reseller Beneficiary may order any other services provided in the General Commercial Offer and not included in the Individual Commercial Offer, at the Base Tariffs specified in the General Commercial Offer available on the Cargus website at the time of ordering, under the terms and conditions of this Contract.
- 3.8. To avoid any doubt, the Reseller Beneficiary has full freedom to establish the prices it will charge for providing services to the users of its services who act as senders.
- 4. Payment of the Tariffs; penalties; credit limit**
- 4.1. The invoices shall be issued according to provisions the Main Clauses in RON.
- 4.2. By signing this Contract, the Reseller Beneficiary agrees to the sending of invoices issued for services provided exclusively by electronic means to the e-mail address indicated by the Reseller Beneficiary. The Reseller Beneficiary guarantees that it has the technical means to receive the electronic invoice and confirms that it can ensure the authenticity of the origin, the integrity of the content and legibility of the invoice.
- 4.3. The payment of the invoice shall be made at the due date mentioned in the Main Clauses, the due date being calculated starting the date of
- 3.4. Daca Beneficiarul Revanzator face parte dintr-un Grup Comercial, Prestatorul este de acord sa aplice Structura pe Niveluri tuturor membrilor din Grup; Beneficiarul Revanzator isi asuma obligatia si raspunderea sa obtina acordul expres si neconditionat al celorlalti membri ai Grupului in acest sens, formalizat dupa cum va fi cazul (aderarea la prezentul Contract, semnarea unui contract separat etc.).
- 3.5. Toate Tarifele convenite pe baza prezentului Contract fac obiectul clauzei de indexare automata cu indicele de combustibil („Index de Combustibil”), mentionata la art. 1.1.5 si disponibila la adresa <https://www.cargus.ro/index-de-combustibil/>, astfel cum Prestatorul o poate actualiza sau modifica periodic.
- 3.6. Pentru evitarea oricarui dubiu:
- 3.6.1. Elementele esentiale ale tuturor Tarifelor sunt reducerile acordate de catre Prestator Beneficiarului Revanzator aplicate la Lista de Tarife de Baza; prin urmare, tarifele absolute aplicabile se vor determina in consecinta;
- 3.6.2. Tarifele absolute prevazute in Oferta Comerciala Individuala sunt Tarifele aplicabile la data semnarii Contractului; orice modificare a Listei de Tarife de Baza si/sau a Indexului de Combustibil va fi reflectata automat in aceste tarife absolute care vor fi modificate in consecinta, automat, fara necesitatea niciunui act aditional/notificare/alt document sau formalitate, acordul Beneficiarului Revanzator fiind deja exprimat in acest sens prin semnarea acestui Contract;
- 3.6.3. Numarul Asumat de Expedieri cuprinde exclusiv Expedieri transmise in baza serviciilor carora le este aplicabila Structura pe Niveluri; acesta cuprinde si expedierile prin platforme Marketplace, daca este cazul.
- 3.7. Beneficiarul Revanzator poate comanda orice alte servicii prevazute in Oferta Comerciala Generala si neincluse in Oferta Comerciala Individuala, la Tarifele de Baza prevazute in Oferta Comerciala Generala disponibila pe site-ul Cargus la data comenzii, in termenii si conditiile prezentului Contract.
- 3.8. Pentru evitarea oricarui dubiu, Beneficiarul Revanzator are libertate totala sa stabileasca preturile pe care le va percepe pentru prestarea serviciilor in favoarea utilizatorului serviciilor sale, care actioneaza in calitate de expeditor.
- 4. Plata Tarifelor; penalitati; limita de credit**
- 4.1. Facturile vor fi emise in RON, in conformitate cu prevederile Termenilor de Baza.
- 4.2. Prin semnarea prezentului Contract, Beneficiarul Revanzator este de acord cu transmiterea facturilor emise pentru serviciile prestate exclusiv prin mijloace electronice, la adresa de e-mail indicata de Beneficiarul Revanzator. Beneficiarul Revanzator garanteaza ca dispune de mijloacele tehnice pentru a primi factura electronica si confirma ca poate asigura autenticitatea originii, integritatea continutului si lizibilitatea facturii.
- 4.3. Plata facturii se efectueaza la data scadenței menționata in Termenii de Baza, data scadenței fiind calculata incepand cu data emiterii facturii.





issuance of the invoice.

- 4.4. Failure by the Reseller Beneficiary to dispute the invoice issued by the Provider within 5 (five) days of its sending shall be deemed to be tacit acceptance of the payment.
- 4.5. If the Reseller Beneficiary does not pay the invoice within the period mentioned, it shall owe penalties amounting legal interest rate for each day of delay, calculated on the amount due, until the date of full payment thereof. The penalties calculated may exceed the initial amount due.
- 4.6. Based on the Contract, the Provider might grant to the Reseller Beneficiary at a certain moment a credit facility, at its own discretion. The maximum amount of the credit facility granted ("**Credit Limit**") by the Provider will be communicated at that moment to the Reseller Beneficiary. This communication will be made by e-mail to the address indicated by the Reseller Beneficiary in the Main Clauses, having applicability within 30 days from the date of communication.
- 4.7. In the event that the Reseller Beneficiary exceeds the Credit Limit granted, the Provider has the right to suspend the credit facility, irrespective of the fact that the invoices issued and unpaid for the services already rendered are not due. During the credit suspension period, the Reseller Beneficiary may request the Provider to perform the services only against cash payment thereof, upon the pick-up/delivery of Reseller Beneficiary's parcels, at the Basic Tariffs provided in the General Commercial Offer. The credit facility will be resumed after the amount of outstanding invoices issued and unpaid falls below the Credit Limit granted.
- 4.8. If the Reseller Beneficiary does not pay the invoice within the contractually agreed payment deadline, the Provider has the right to suspend the credit facility granted to the Reseller Beneficiary, i.e. the Reseller Beneficiary may request the Provider to perform the services only by cash payment thereof, upon the collection of the parcels, at the Provider's Basic tariffs mentioned in the General Commercial Offer.
- 4.9. If the Reseller Beneficiary is part of a Relational Group in a contractual relationship with the Provider, and one of the companies in the group does not pay the invoice within the contractual payment deadline, the Provider has the right to suspend the credit facility granted to the entire Relational Group. After the suspension of the group credit facility, the Reseller Beneficiary and/or any company in the Relational Group may request the Provider to perform the services only against cash payment thereof, upon the pick-up of parcels, at the Provider's Basic Tariffs mentioned in the General Commercial Offer.
- 4.10. By signing this Contract, the Reseller declares his agreement that, at the due date of the issued invoices, the Provider may withhold the value of the Services provided and invoiced to the Reseller Beneficiary from the value of the cash on delivery payments collected by the Provider from the recipients of the shipments generated by the senders using the Reseller's platform. In this regard, the direct offsetting of these amounts shall be made with the consent of the Reseller Beneficiary.
- 4.11. For the avoidance of any doubt, this article refers to a commercial facility, not related whatsoever with any banking or credit financing activity.
- 4.4. Necontestarea de catre Beneficiarul Revanzator a facturii emise de Prestator in termen de 5 (cinci) zile de la data trimiterii acesteia va fi considerata drept acceptare tacita a plății.
- 4.5. In cazul in care Beneficiarul Revanzator nu achita factura in termenul menționat, acesta va datora penalități echivalente cu dobanda legala pentru fiecare zi de intarziere, calculata la suma datorata, pana la data plății integrale a acesteia. Penalitățile calculate pot depasi suma inițiala datorata.
- 4.6. In baza Contractului, Prestatorul poate acorda Beneficiarului Revanzator la un anumit moment dat, o facilitate de credit, la libera sa discreție. Valoarea maxima a facilității de credit acordate ("**Limita de Credit**") de catre Prestator va fi comunicata Beneficiarului Revanzator la momentul respectiv. Comunicarea se va face prin e-mail la adresa indicata de Beneficiarul Revanzator in Termenii de Baza, cu aplicabilitate in termen de 30 de zile de la data comunicării.
- 4.7. In cazul in care Beneficiarul Revanzator depaseste Limita de Credit acordata, Prestatorul are dreptul de a suspenda facilitatea de credit, indiferent de faptul ca facturile emise si neplatite pentru serviciile deja prestate nu sunt scadente. In perioada de suspendare a creditului, Beneficiarul Revanzator poate solicita Prestatorului sa presteze serviciile numai contra plății in numerar a acestora, la ridicarea/livrarea coletelor Beneficiarul Revanzator, la Tarifele de Baza prevazute in Oferta Comerciala Generala. Facilitatea de credit va fi reluata dupa ce valoarea facturilor emise si neachitate se va situa sub limita de credit acordata.
- 4.8. In cazul in care Beneficiarul Revanzator nu achita factura in termenul de plata convenit prin Contract, Prestatorul are dreptul de a suspenda facilitatea de credit acordata Beneficiarului Revanzator, respectiv Beneficiarului Revanzator poate solicita Prestatorului sa efectueze serviciile numai prin plata in numerar a acestora, la ridicarea coletelor, la Tarifele de Baza ale Prestatorului menționate in Oferta Comerciala Generala.
- 4.9. In cazul in care Beneficiarul Revanzator face parte dintr-un Grup Relational aflat in relație contractuală cu Prestatorul, iar una dintre societățile din grup nu achita factura in termenul de plata prevazut in contract, Prestatorul are dreptul de a suspenda facilitatea de credit acordata intregului grup de societăți. Dupa suspendarea facilității de credit de grup, Beneficiarul Revanzator si/sau oricare dintre societățile din Grupul Relational poate solicita Prestatorului efectuarea serviciilor numai contra plății in numerar a acestora, la ridicarea coletelor, la Tarifele de Baza ale Prestatorului menționate in Oferta Comerciala Generala.
- 4.10. Prin semnarea prezentului Contract, Beneficiarul Revanzator declara ca este de acord ca Prestatorul, la data scadenței facturilor emise, sa poata reține valoarea Serviciilor prestate si facturate Beneficiarului Revanzator din valoarea contravalorii rambursurilor incasate de Prestator de la destinatarii expedierilor generate de catre expeditorii care folosesc platforma Beneficiarului Revanzator, in acest sens, compensarea directa a acestor sume realizandu-se cu acordul Beneficiarului Revanzator.
- 4.11. Pentru evitarea oricarui dubiu, acest articol se refera la o facilitate comerciala, fara nicio legatura cu orice activitate bancara sau de creditare financiara





5. Provider's obligations

- 5.1. The Provider must provide the Services diligently, in compliance with the Postal Services GC and T&Cs and with the postal and transport legislation applicable.
- 5.2. The Provider must respect the confidentiality of all information's to which he has access based on the Contract.
- 5.3. Provider's liability is regulated in the T&Cs and Postal Services CG. For the avoidance of any doubt, the Provider is responsible only within the limits provided in these documents and is not responsible above it and/or for any other direct or indirect damages.
- 5.4. For clarity, both parties acknowledge and accept that this Contract will not lead to the creation of a contractual relationship between the Provider and any person acting as a sender within the contractual relationship with the Reseller Beneficiary. The parties also accept that any complaints made by a sender/recipient, a user of the Reseller Beneficiary's services, in accordance with the terms of this Contract, can only be filed by the Reseller Beneficiary. The Provider exclusively assumes responsibility toward the Reseller Beneficiary in the event of a breach of this Contract/non-performance/improper performance of postal services.

6. Reseller Beneficiary's obligations

- 6.1. The Reseller Beneficiary is the only one who is responsible to the user of the Reseller Beneficiary's services for any theft, total or partial loss, total or partial destruction, or damage of the postal consignment subject to return to the sender or integrator, as well as for the sum of money that is part of the cash-on-delivery service, failure to meet additional service features, etc., as well as for the amount of compensation.
- 6.2. Liability towards the user cannot be disclaimed by the Reseller Beneficiary towards the Provider.
- 6.3. The Reseller Beneficiary is obliged to establish a simple, transparent, and accessible mechanism for resolving complaints received from its service users, especially concerning loss, theft, partial or total destruction, or damage of postal consignments. The Reseller Beneficiary must receive and resolve complaints addressed by the user who considers himself damaged due to non-performance or improper execution of the postal service.
- 6.4. The Reseller Beneficiary must comply with all obligations outlined in the General Conditions for Postal Services and the Terms and Conditions, including but not limited to packaging, required documentation, information to be provided, declared weight, prohibited or restricted goods, etc. The Reseller Beneficiary also complies with and accepts the obligations as specified under the relevant terms in this Contract and guarantees that its service users, particularly the senders, comply with and accept their obligations under the aforementioned terms. The Provider, its employees, or collaborators are not responsible for delayed deliveries, unsuccessful deliveries, or delivery impossibility caused particularly by the failure to adhere to the labeling obligation.

5. Obligatiile Prestatorului

- 5.1. Prestatorul trebuie sa presteze Serviciile cu diligență, in conformitate cu CG pentru Servicii Postale, T&C si cu legislația postală si de transport aplicabila.
- 5.2. Prestatorul trebuie sa respecte confidențialitatea tuturor informațiilor la care are acces in baza Contractului.
- 5.3. Raspunderea Prestatorului in relatia cu Beneficiarul Revanzator este reglementata in T&C si in CG pentru Servicii Postale. Pentru evitarea oricaror dubii Prestatorul este responsabil doar in limitele prevazute in aceste documente si nu este responsabil in afara acestora si/sau pentru orice alte daune directe sau indirecte.
- 5.4. Pentru claritate, ambele parti recunosc si accepta faptul ca prezentul Contract nu va conduce la crearea unei relații contractuale intre Prestator si orice persoana care actioneaza in calitate de expeditor in cadrul relatiei contractuale cu Beneficiarul Revanzator. Partile accepta, de asemenea, faptul ca orice reclamatii prezentate de un expeditor/destinatar, utilizator al serviciilor Beneficiarului Revanzator, în conformitate cu condițiile prezentului Contract, nu pot fi formulate decat de catre Beneficiarul Revanzator, iar Prestatorul isi asuma raspunderea exclusiv fata de Beneficiarul Revanzator in cazul incalcarii prezentului Contract/neexecutarii/executarii necorespunzatoare a serviciilor postale de catre Prestator.

6. Obligatiile Beneficiarului Revanzator

- 6.1. Beneficiarul Revanzator este singurul care raspunde in fata utilizatorului serviciilor Beneficiarului Revanzator pentru paguba pricinuita in caz de furtul, pierderea totala sau partiala, distrugerea totala sau partiala ori deteriorarea trimerii postale care face obiectul returnarii la expeditor sau integrator, respectiv a sumei de bani care face obiectul serviciului contra ramburs, neexecutarea caracteristicilor suplimentare ale serviciilor etc., precum si pentru cuantumul despagubirilor.
- 6.2. Raspunderea fata de utilizator nu poate fi declinata in niciun caz de Beneficiarul Revanzator catre Prestator.
- 6.3. Beneficiarul Revanzator are obligatia de a stabili un mecanism simplu, transparent si accesibil de solutionare a reclamatilor primite de la utilizatorii serviciilor acestuia, in special in ceea ce priveste pierderea, furtul, distrugerea partiala ori totala sau deteriorarea trimerii postale. Beneficiarul Revanzator are obligatia de a primi si solutiona reclamatii prelabile adresate de utilizatorul care se considera prejudiciat prin neexecutarea ori executarea necorespunzătoare a serviciului postal.
- 6.4. Beneficiarul Revanzator trebuie sa respecte toate obligațiile prevazute in CG pentru Servicii Postale si in T&C, inclusiv, dar fara a se limita la ambalare, documente care trebuie completate, informatii care trebuie furnizate, greutate declarata, marfuri interzise sau restrictionate etc. Beneficiarul Revanzator respecta si accepta obligatiile care ii revin in temeiul conditiilor relevante din prezentul Contract si garanteaza ca utilizatorii serviciilor sale, cu precadere expeditorii, respecta si accepta obligatiile care le revin in temeiul conditiilor mentionate anterior. Prestatorul, angajatii sau colaboratorii sai nu sunt responsabili pentru livarile intarziate, livrarile nereusite sau imposibilitatea de livrare determinate in mod special de nerespectarea obligatiei privind etichetarea.





6.5. To avoid any doubt, the Reseller Beneficiary is fully responsible for:

6.5.1. Packaging the Pieces and Consignments (which remains exclusively the responsibility and expense of the Reseller Beneficiary) and any damages caused by improper packaging. The Provider has no obligation to inspect or provide packaging. Notwithstanding the above, the Provider can offer packaging products to the Reseller Beneficiary, subject to the Reseller Beneficiary placing an order and paying the associated prices, through the Provider's online consumables store, under its terms and conditions.

6.5.2. Any damages resulting from the transport of prohibited or restricted goods (including indirect damages caused to the Provider - e.g., fines/other sanctions imposed by authorities, etc.).

6.6. The Reseller Beneficiary must pay the Tariffs in the amounts and at the due dates agreed.

6.7. The Reseller Beneficiary is obliged not to use the Provider for purposes/businesses that are against the law and, if it does so, it shall be legally liable for all the consequences of its actions. The Reseller Beneficiary is also obliged to obtain any authorizations /licenses /permits necessary for the performance of its activity (including but not limited to those issued by the Trade Registry, any Ministry, ANCOM, etc.), having full responsibility for them and expressly accepting that the Provider has no obligation and liability in relation thereto (including but not limited to the obligation to verify their existence and validity at any time during the existence of the Contract). Any direct/indirect damages/fines/penalties/sanctions of any nature whatsoever caused by the breach of this clause shall be borne in full and immediately by the Reseller Beneficiary.

6.8. The Reseller Beneficiary expressly and unconditionally:

6.8.1. declares and acknowledges that it has consulted the External Contractual Documents and that it has understood and agreed with all provisions;

6.8.2. acknowledges that External Contractual Documents are unilateral documents of the Provider and may be updated by the latter from time to time; updated version will be considered as accepted and applicable to the Reseller Beneficiary starting its publication on the Provider's website, without any prior notice, agreement, addendum, formal notice etc.;

6.8.3. agrees, understands and accepts that the Basic Tariffs List and the FSC are unilateral documents issued by Cargus, established according to its commercial policy, group policy and other factors and can be amended by Cargus at any time; in such case, the amended tariffs will become applicable and are deemed accepted by the Reseller Beneficiary starting the publication of the updated Basic Tariffs List and/or FSC index on Cargus' website, automatically, without the need for an addendum or any other formality/document/notification etc.

6.8.4. declares and acknowledges that the publication of updated External Contractual Documents and of the Basic Tariffs List on the Provider's website is a sufficient way of communication of updates so that his agreement can be deemed as reached and undertakes

6.5. Pentru evitarea oricarui dubiu, Beneficiarul Revanzator este pe deplin responsabil pentru:

6.5.1. ambalarea Pieselor si Expedierilor (care ramane exclusiv in sarcina si pe cheltuiala Beneficiarului-Revanzator) si orice daune cauzate de ambalarea neconforma. Prestatorul nu are nicio obligatie de a verifica sau de a pune la dispozitie ambalajul. Fara a se aduce atingere celor mentionate anterior, Prestatorul poate oferi produse de ambalare Beneficiarului Revanzator sub conditia unei comenzi facute de acesta din urma si a platii preturilor aferente, prin intermediul magazinului online de consumabile al Prestatorului, in termenii si conditiile acestuia.

6.5.2. orice daune care decurg din transportul de marfuri interzise sau restrictionate (inclusiv daunele indirecte cauzate Prestatorului - ex.: amenzi/alte sanctiuni aplicate de autoritati etc.);

6.6. Beneficiarul Revanzator trebuie sa plateasca Tarifele in cuantumul si la datele de scadenta convenite.

6.7. Beneficiarul Revanzator este obligat sa nu foloseasca Prestatorul in scopuri/activitati care contravin legii si, in caz contrar fiind responsabil din punct de vedere juridic pentru toate consecintele actiunilor sale. Beneficiarul Revanzator se obliga, de asemenea, sa obtina toate autorizatiile/licentele/permisele necesare pentru desfasurarea activitatii sale (inclusiv, dar fara a se limita la cele emise de Registrul Comerțului, orice minister, ANCOM etc.), avand intreaga responsabilitate pentru acestea si acceptand in mod expres ca Prestatorul nu are nicio obligatie si raspundere in legatura cu acestea (inclusiv, dar fara a se limita la obligatia de a verifica existenta si valabilitatea acestora in orice moment pe durata existentei Contractului). Orice daune directe/indirecte/amenzi/penalitati/sanctiuni de orice natura cauzate de incalcarea prezentei clauze vor fi suportate integral si imediat de catre Beneficiarul Revanzator.

6.8. Beneficiarul Revanzator, in mod expres si neconditionat:

6.8.1. declara si recunoaste ca a consultat Documentele Contractuale Externe si ca a inteles si a fost de acord cu toate prevederile acestora;

6.8.2. recunoaste ca Documentele Contractuale Externe sunt documente unilaterale ale Prestatorului si pot fi actualizate de catre acesta din cand in cand; versiunea actualizata va fi considerata ca fiind acceptata si aplicabila Beneficiarului Revanzator incepand cu publicarea acesteia pe site-ul Prestatorului, fara nicio notificare prealabila, acord, act aditional etc.;

6.8.3. este de acord, intelege si accepta ca Lista de Tarife de Baza si Indexul de Combustibil sunt documente unilaterale emise de Cargus, stabilite in functie de politica comerciala, politica de grup si de alti factori si pot fi modificate de Cargus in orice moment; in acest caz, tarifele modificate corelativ vor deveni aplicabile si se considera acceptate de catre Beneficiarul Revanzator incepand cu publicarea Listei de Tarife de Baza si/sau Indexul de Combustibil actualizate pe site-ul Cargus, in mod automat, fara a fi nevoie de un act aditional sau de orice alta formalitate/document/notificare etc.;

6.8.4. declara si recunoaste ca publicarea pe site-ul web al Prestatorului a Documentelor Contractuale Externe si a Listei de Tarife de Baza actualizate reprezinta o modalitate suficienta de comunicare a actualizarilor, astfel incat



to keep permanently informed with the updated versions on the website; The Reseller Beneficiary acknowledges that the frequency with which the unilateral amendments to the External Contractual Documents may be implemented is annually and also in extreme situations/major economic events (e.g. inflation). For the smooth running of the Contract, the Provider may send to the Reseller Beneficiary, within 15 calendar days prior timeframe, an informative notification by which to announce the latter of its intentions regarding the implementation of the considered changes. A potential omission to fulfill this procedure will not however be able to determine the ineffectiveness of the adopted changes. For the avoidance of any doubt, this prior notification is meant to be purely informative for the Reseller Beneficiary and cannot under any circumstances be assimilated to a new offer from the Provider or to a request to obtain any agreement from the Reseller Beneficiary regarding the announced changes.

6.8.5. declares that it is a company duly registered according to the applicable law and functioning according to it and that the legal representatives/proxies' signatories of this Contract have full authority to represent the Reseller Beneficiary herein.

6.9. The Reseller Beneficiary is obligated to accurately and completely transmit the information provided by the user of its services to the Provider.

6.10. The Reseller Beneficiary guarantees that the users of its services comply with the obligations stipulated in Article 6 of this Contract.

6.11. The Reseller Beneficiary fully indemnifies and protects the Provider against any costs, expenses, losses, or damages incurred by the Provider as a result of the non-compliance by the Reseller Beneficiary, the Sender, or any third party with any provisions in Article 6 herein.

6.12. The Reseller Beneficiary must keep the information and provisions of this Contract confidential.

6.13. The Reseller Beneficiary must notify the Provider of any change in its identification details as set out in the introduction to the Contract within a maximum of 15 calendar days from the date of the change.

7. Personal data protection clauses

7.1. Parties guarantee the compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and of the national legislation in this area.

7.2. Parties undertake that their own personnel, as well as their collaborators, shall comply with the legislation on the protection of personal data, as well as ensure their confidentiality.

7.3. Parties will only collect and process personal data strictly necessary for the fulfilment of this Contract. Personal data are processed by Parties depending on the purpose for which they were collected and shall be stored for the strictly necessary minimum period.

7.4. Parties shall take proper technical and organizational measures according to the Regulation (EU) 2016/679. Non-compliance with such obligations shall trigger the liability of Parties only for the direct damages caused and proved, according to the law in force.

acordul sau sa poata fi considerat ca fiind obtinut si se angajeaza sa se informeze permanent cu versiunile actualizate de pe site-ul web; Beneficiarul Revanzator intelege ca frecventa cu care modificarile unilaterale ale Documentelor Contractuale Externe pot fi implementate este anuala si de asemenea in caz de situatii extreme/evenimente economice majore (de ex. inflatie). Pentru buna derulare a Contractului, Prestatorul poate trimite Beneficiarului Revanzator, cu minimum 15 zile calendaristice inainte, o notificare informativa prin care sa ii anunte acestuia din urma intentiile sale privind implementarea modificarilor avute in vedere. Eventuala omisiune privind parcurgerea acestei proceduri nu va determina insa ineficacitatea modificarilor adoptate. Pentru evitarea oricarui dubiu, aceasta notificare prealabila este mentita sa aiba un scop pur informativ pentru Beneficiarul Revanzator si in nicio circumstanta nu va putea fi asimilata unei noi oferte venite din partea Prestatorului sau unei solicitari de obtinere a vreunui acord din partea Beneficiarului Revanzator privind modificarile anuntate.

6.8.5. declara ca este o societate inregistrata in mod corespunzator in conformitate cu legislatia in vigoare si ca functioneaza in conformitate cu aceasta si ca reprezentantii legali/imputernicitii semnatori ai prezentului Contract au deplina autoritate de a reprezenta Beneficiarul Revanzator in prezentul Contract.

6.9. Beneficiarul Revanzator are obligatia sa transmita corect si integral informatiile furnizate de utilizatorul serviciilor sale catre Prestator.

6.10. Beneficiarul Revanzator garanteaza ca utilizatorii serviciilor sale respecta obligatiile prevazute de art. 6 din prezentul contract.

6.11. Beneficiarul Revanzator despagubeste integral si protejeaza Prestatorul impotriva oricaror costuri, cheltuieli, pierderi sau daune suferite de acesta din urma ca urmare a neindeplinirii de catre Beneficiarul Revanzator, Expeditor sau de catre orice terta parte a oricaror dispozitii din prezentul art. 6.

6.12. Beneficiarul Revanzator are obligatia de a pastra confidentialitatea informatiilor si prevederilor prezentului Contract.

6.13. Beneficiarul Revanzator are obligatia de a notifica Prestatorul cu privire la orice modificare a datelor sale de identificare, asa cum sunt prevazute in introducerea la Contract, in termen de maximum 15 zile calendaristice de la data modificarii.

7. Clauze privind protectia datelor cu caracter personal

7.1. Partile garanteaza respectarea prevederilor Regulamentului (UE) 2016/679 al Parlamentului European si al Consiliului din 27 aprilie 2016 privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date, precum si a legislatiei nationale in acest domeniu.

7.2. Partile se angajeaza ca personalul propriu, precum si colaboratorii lor, sa respecte legislatia privind protectia datelor cu caracter personal, precum si sa asigure confidentialitatea acestora.

7.3. Partile vor colecta si prelucra numai datele cu caracter personal strict necesare pentru derularea prezentului Contract. Datele cu caracter personal sunt prelucrate de Parti in functie de scopul pentru care au fost colectate si sunt stocate pentru perioada minima strict necesara.

7.4. Partile iau masuri tehnice si organizatorice adecvate in conformitate cu Regulamentul (UE) 2016/679. Nerespectarea acestor obligatii atrage raspunderea Partilor numai pentru daunele directe cauzate si





8. Termination of the Contract

8.1. This Contract is terminated:

- 8.1.1. by the agreement of both Parties, formalized through an additional termination agreement;
- 8.1.2. by unilateral termination (in Romanian: „denuntare unilaterala”) by any of the Parties with a 30 (thirty) calendar days prior notice, anytime during the initial duration of during the automatically renewed duration;
- 8.1.3. by termination for breach (in Romanian: „reziliere”) by any of the Parties, with 5 days prior notice non-followed by compliance, without any formality and without the need for the intervention of the courts, if either party fails to perform in whole or in part any of the essential obligations, provided in this Contract (listed in articles 6 and 7 for the Reseller Beneficiary), as well as in the Postal Services GC and T&Cs;
- 8.1.4. at the Provider’s initiative with a written prior notice with immediate effect, without any other formality and without the need for the intervention of the courts, if the Reseller Beneficiary does not request any Service for 15 consecutive weeks;
- 8.1.5. in case of force majeure, in the conditions provided by article 9.3;
- 8.1.6. in any other cases provided by the law.

8.2. The provisions of this article are without prejudice to (i) the liability of the Party that has wrongfully caused the termination of the Contract and to (ii) the obligations already outstanding between the Parties.

9. Force majeure

- 9.1. Neither of the Parties shall be liable for the non-fulfillment in due time or for the improper fulfillment, integral or partial, of any obligation based on this Contract, if caused by force majeure as defined by the law.
- 9.2. The Party invoking the force majeure is obliged to inform the other Party, within 48 (forty-eight) hours as of the occurrence of the event, to obtain and send to the other Party the certificate issued by the Chamber of Commerce of Romania and to take all the possible measures to limit its consequences.
- 9.3. If within 10 (ten) days as of the occurrence of the concerned event it does not cease, the Parties shall have the right to inform each other on the rightful termination of this Contract without either of them claiming damages.

10. Notifications

- 10.1. Any notice given by the Parties to each other in connection with this Contract shall be deemed to be validly given via registered letter or via e-mail (to the addresses mentioned in the preamble and in the Main Clauses).
- 10.2. The notice is considered received:
 - 10.2.1. to the registered office and at the date mentioned on the document certifying the receipt, if communicated by mail

dovedite, in conformitate cu legislația in vigoare.

8. Incetarea Contractului

8.1. Prezentul Contract inceteaza:

- 8.1.1. prin acordul ambelor Parți, formalizat printr-un act adițional de incetare;
- 8.1.2. prin denuntare unilaterala la initiativa oricareia dintre Parti cu o notificare prealabila cu 30 (treizeci) de zile calendaristice, oricand inaintul duratei agreeate initial sau prelungite automat;
- 8.1.3. prin reziliere unilaterala de catre oricare dintre Parți, cu un preaviz de 5 zile neurmata de conformare, fara nicio formalitate si fara a fi necesara intervenția instanțelor judecatoresti, in cazul in care oricare dintre Parți nu executa in totalitate sau parțial oricare dintre obligațiile esențiale, prevazute in prezentul Contract (enumerate la art. 6 si 7 pentru Beneficiarul Revanzator), precum si in CG pentru Servicii Postale si in T&C-uri;
- 8.1.4. la inițiativa Prestatorului, cu o notificare prealabila scrisa cu efect imediat, fara nicio alta formalitate si fara a fi necesara intervenția instanțelor de judecata, daca Beneficiarul Revanzator nu solicita/efectueaza niciun Serviciu timp de 15 saptamani consecutive;
- 8.1.5. in caz de forța majora, in condițiile prevazute la articolul 9.3.;
- 8.1.6. in orice alte cazuri prevazute de lege.

8.2. Dispozițiile acestui articol nu afectează (i) raspunderea Partii care a determinat in mod neadecvat rezilierea Contractului si (ii) obligatiile deja existente intre Parti.

9. Forta majora

- 9.1. Niciuna dintre Partile contractuale nu raspunde pentru neexecutarea la termen sau executarea in mod necorespunzator, total sau partial, a oricarei obligatii care ii revine in baza prezentului Contract, daca aceasta a fost cauzata de forta majora asa cum aceasta este definita de lege.
- 9.2. Partea care invoca forta majora sau este obligata sa o notifice celeilalte Parti in termen de 48 (patruzeci si opt) de ore de la producerea evenimentului, sa obtina certificatul de la Camera de Comert a Romaniei si sa ia toate masurile posibile in vederea limitarii consecintelor lui.
- 9.3. Daca in termen de 10 (zece) zile de la producere, evenimentul nu inceteaza, Partile au dreptul sa-si notifice incetarea de plin drept a prezentului Contract fara ca vreuna dintre ele sa pretinda daune interese.

10. Notificari

- 10.1. Orice notificare pe care Parțile si-o adreseaza reciproc in legatura cu prezentul contract se considera a fi transmisa in mod valabil prin scrisoare recomandata sau prin e-mail (la adresele furnizate in preambul si in Termenii de Baza).
- 10.2. Notificarea se considera primita:
 - 10.2.1. la sediul social si la data menționata pe documentul care atesta primirea, daca este comunicata prin posta





and

10.2.2. at the date of the receipt of that email, if communicated by e-mail.

11. Applicable law. Disputes.

- 11.1. All disputes between the parties regarding the interpretation, performance or termination of this Contract shall be settled amicably by the representatives of the Parties.
- 11.2. In the event that it is impossible for the Parties to reach an amicable settlement, any disputes shall be settled by the competent court at Provider's headquarters.
- 11.3. This Contract is governed by the Romanian law.

12. Final provisions

- 12.1. This Contract repeals and replaces any prior contracts/addendums/annexes/agreements concluded by the Parties with the same object. No provision of this Contract implies the creation of a joint venture relationship between the Parties or that one of the Parties assumes the role of an agent for the other Party for any purpose. Neither Party has the authority or competence to impose obligations on the other Party, enter into contracts on behalf of the other Party, or generate a liability on behalf of the other Party in any manner or for any purpose.
- 12.2. Amendments to this Contract shall be done by addendum, except for the External Contractual Documents and for the Basic Tariffs List, which can be unilaterally amended by the Provider at any moment by posting on the website, as detailed above.
- 12.3. For the avoidance of any doubt, this is a negotiated contract and not an adherence contract in the sense of article 1.175 Civil Code and both Parties have duly understood, acknowledged and accepted its clauses.
- 12.4. This Contract, as well as Annex 1, were agreed and signed at the signing date provided in the Main Terms or, as the case may be, at the date of the electronic signature by the last signatory in 2 (two) counterparts, one for each party – if signed physically, in English and Romanian.
- 12.5. In case of discrepancies between the Romanian version and the English one, the Romanian one shall prevail.

si

10.2.2. in cazul in care a fost comunicata prin e-mail, la data primirii acelui e-mail.

11. Legea aplicabila. Litigii

- 11.1 Toate neintelegerile dintre Parti cu privire la interpretarea, executarea sau incetarea prezentului Contract se vor rezolva pe cale amiabila de catre reprezentantii Partilor.
- 11.2 In cazul imposibilitatii unei intelegeri amiabile intre Partile contractante, solutionarea divergentelor va fi facuta pe cale judecatoreasca de catre instanta competenta de la sediul Prestatorului.
- 11.3 Prezentul Contract este supus legii romane.

12. Clauze finale

- 12.1. Prezentul Contract abroga si inlocuieste orice contracte/acte aditionale/anexe/intelegeri anterior incheiate de Parti cu acelasi obiect. Nicio dispozitie din prezentul Contract nu presupune crearea unui raport de asociere in participatiune intre Parti sau faptul ca una dintre Parti isi asuma rolul de agent al celeilalte Parti, in niciun scop, si niciuna dintre Parti nu are autoritatea sau competenta de a impune obligatii in sarcina celeilalte Parti si nici sa incheie contracte in numele celeilalte Parti si nici sa genereze o datorie in contul celeilalte Parti, in niciun mod si in niciun scop.
- 12.2. Modificari la prezentul Contract se vor face prin act aditional, cu exceptia Documentelor Contractuale Externe si a Listei de Tarife de Baza, care pot fi modificate unilateral de catre Prestator in orice moment prin postarea pe site-ul web, asa cum este detaliat mai sus.
- 12.3. Pentru evitarea oricarui dubiu, prezentul Contract este un contract negociat si nu un contract de adeziune in sensul articolului 1.175 din Codul Civil, iar ambele Parti au inteles, recunoscut si acceptat in mod corespunzator clauzele acestuia;
- 12.4. Prezentul Contract, precum si Anexa 1 au fost convenite si semnate la data semnarii prevazuta in Termenii de Baza sau, dupa caz, la data semnarii electronice de catre ultimul semnatar, in 2 (doua) exemplare, cate unul pentru fiecare Parte – in cazul in care este semnat fizic, in limba engleza si in limba romana.
- 12.5. In caz de discrepante intre versiunea in limba romana si cea in engleza, cea in romana va prevala.



