

CONTRACT DE FURNIZARE

Nr. [•] din data de [•] („**Data Semnarii**”)

Intre:

[•], societate infiintata si functionand conform legilor din [•], cu sediul in [•], inmatriculata in Registrul Comertului sub nr. [•], avand cod unic de inregistrare [•], IBAN [•] deschis la [•], reprezentata legal de [•], in calitate de [•], denumita in continuare „**Furnizor**”,

si

ECO SUN ORADEA S.R.L., societate infiintata si functionand conform legilor din Romania, cu sediul in Bucuresti, Sectorul 1, Str. Grigore Alexandrescu, Nr. 89-97, Cladire B, Metropolis Center, Etaj 5, inmatriculata in Registrul Comertului sub nr. J40/10433/2019, avand cod unic de inregistrare 41498000, reprezentata legal de [•], in calitate de [•], denumita in continuare „**Beneficiar**”,

denumite impreuna in cele ce urmeaza „**Partile**” si individual „**Partea**”

s-a incheiat urmatorul Contract de Furnizare (denumit in continuare „**Contractul**”).

Art. 1. Obiectul si scopul Contractului

1.1. Furnizorul se obliga sa vanda si sa livreze Beneficiarului, iar Beneficiarul se obliga sa cumpere si sa preia de la Furnizor, in schimbul Pretului si in conditiile stipulate in acest Contract, bunurile mentionate in oferta comerciala elaborata de Furnizor, ce cuprinde si integreaza toate cerintele din caietul de sarcini pus la dispozitie de catre Beneficiar la inceputul procedurii competitive de achizitie al carei castigator a fost desemnat Furnizorul („**Oferta Comerciala**”) – Anexa 1 la prezentul Contract si detaliate in Anexa 2 („**Obiectul Contractului. Date de livrare**”) (denumite in continuare „**Marfuri**”), noi, nefolosite si libere de orice sarcini si/sau drepturi ale tertilor. Ca atare, obiectul prezentului Contract este reprezentat de furnizarea Marfurilor, de livrarea tuturor bunurilor, anexelor si documentelor care sunt, in conformitate cu stadiul actual al tehnicii, necesare pentru utilizarea preconizata a acestora de catre Beneficiar, indiferent daca acestea sunt sau nu mentionate in mod expres in Oferta Comerciala sau Anexa 2 la prezentul, precum si de prestarea serviciilor aflate in stransa legatura cu Marfurile si livrarea, manipularea sau punerea in functiune a acestora, servicii care fie au fost mentionate expres in Oferta Comerciala, fie sunt subintelese din practica si uzantele comerciale si a serviciilor cu titlu accesoriu procurarii de echipamente tehnologice, astfel cum sunt detaliate si in

SUPPLY CONTRACT

No. [•] dated [•] (the „**Signing Date**”)

Between:

[•], company registered and operating under the [•] law, headquartered in [•], registered with the Trade Register under no. [•], having the sole registration code [•], IBAN [•] opened with [•], legally represented by [•], as [•], hereinafter referred to as „**Supplier**”,

and

ECO SUN ORADEA S.R.L., company registered and operating under the Romanian law, headquartered in 89-97 Grigore Alexandrescu Street, Building B, Metropolis Center, 5th Floor, 1st District, Bucharest, registered with the Trade Register under no. J40/10433/2019, having the sole registration code 41498000, legally represented by [•], as [•], hereinafter referred to as „**Beneficiary**”,

together hereinafter referred to as the “**Parties**” and individually as a/the “**Party**”,

has been concluded the following Supply Contract (hereinafter referred to as the „**Contract**”).

Art. 1. Subject matter and purpose of the Contract

1.1. The Supplier undertakes to sell and deliver to the Beneficiary, and the Beneficiary undertakes to acquire and receive from the Supplier, in exchange for the Price and under all the terms and conditions stipulated in this Contract, the goods mentioned in the Trading Offer made by the Supplier, which includes and integrates all the requirements of the specifications made available by the Beneficiary in the beginning of the competitive procurement procedure, the winner of which was designated the Supplier (the „**Trading Offer**”) – Annex 1 to this Contract and detailed in Annex 2 („**Subject Matter of the Agreement. Delivery deadlines**”) (hereinafter referred to as the „**Products**”), new, unused and free of any encumbrances and/or third party rights. As such, the subject matter of this Contract is the supply of the Products, the delivery of all the goods, appendices and documents, which are, according to the current state of the art, necessary for the intended usage thereof by the Beneficiary, independent of whether or not these are expressly mentioned in the Trading Offer or Annex 2 herein, as well as the provision of services closely related to the Products and the delivery, handling or commissioning thereof, services that were either expressly mentioned in the Trading Offer or are implied from the commercial practice and usage as well as of the ancillary services to the

<p>Anexa 1 si Anexa 2 la prezentul („Serviciile”). Trimiterea facuta in prezentul document la „Contract” include, implicit, si trimiterea la Oferta Comerciala.</p> <p>1.2. Beneficiarul va avea posibilitatea de a reduce intr-o limita de 10% sau de a majora intr-o limita de 30% cantitatile de Marfuri prevazute in Oferta Comerciala si Anexa 2 la prezentul, prin comenzi suplimentare sau prin emiterea de comenzi pentru o cantitate mai mica. Pretul se va modifica in acest caz doar proportional cu cantitatea suplimentara sau cantitatea in minus comandata. Data de Livrare Garantata va ramane aceeasi sau va putea fi modificata doar prin intelegerea partilor.</p> <p>1.3. Avand in vedere faptul ca scopul achizitiei Marfurilor de catre Beneficiar consta in dezvoltarea unui parc fotovoltaic cu o capacitate instalata de 81.93 MW in loc. Sanmartin, Jud. Bihor („Proiectul”), Marfurile trebuie sa respecte toate cerintele si specificatiile tehnice si de alta natura incluse in Oferta Comerciala, cu cerintele legilor aplicabile, cu orice indicatii date de operatorul retelei si trebuie livrate impreuna cu toate certificatele si documentatia cerute de legislatia aplicabila sau de standardele de piata pentru acest tip de Marfuri (inclusiv, dar fara a se limita la, certificarea originii si controlul care certifica originea, marca, verificarile efectuate in fabrica producatorului si caracteristicile materialului). In cazul in care nu se livreaza certificatele si documentatia mentionate mai sus impreuna cu Marfurile, se va considera ca Marfurile nu au fost livrate.</p> <p>1.4. Marfurile vor include toate accesoriile pentru instalarea, montarea, utilizarea si punerea in functiune a acestora. In cazul in care exista materiale sau accesorii necesare pentru functionarea in bune conditii si fara defectiuni si erori a Marfurilor, dar care nu au fost enumerate in mod expres in Oferta Comerciala, va fi obligatia Furnizorului sa livreze aceste materiale si accesorii impreuna cu Marfurile, ca parte a prezentului Contract si in contul Pretului convenit.</p> <p>1.5. Furnizorul se obliga sa mentina un stoc de piese de schimb si echipamente de rezerva („Piese de schimb”) pentru perioada de constructie si pentru perioada de exploatare si intretinere, corespunzator pentru 5% din puterea maxima instalata. Piesele de Schimb vor fi definite cantitativ de Proiect si vor permite asigurarea stocului de inlocuire pentru o perioada de cel putin 10 ani - in conditii normale de functionare.</p> <p>1.6. Astfel cum este detaliat in Anexa nr. 1, Beneficiarul va asigura si serviciul de instruire a personalului implicat in montajul, operarea si mentenanta Marfurilor.</p>	<p>procurement of technological equipment, as detailed in Annex 1 and Annex 2 herein (the “Services”). The reference made to the “Contract” herein shall implicitly include the reference to the Trading Offer as well.</p> <p>1.2. The Beneficiary will have the possibility to reduce within a limit of 10% or to increase within a limit of 30% the quantities of Products provided in the Trading Offer and Annex 2 hereto, through additional orders or by issuing orders for a smaller quantity. The price will change in this case only in proportion to the additional quantity or the minus quantity ordered. The Guaranteed Delivery Date will remain the same or may be changed only by agreement of the parties.</p> <p>1.3. Considering that the purpose for the purchase of the Products by the Beneficiary is the development of a photovoltaic park with an installed capacity of 81.93 MW in the locality Sanmartin, Bihor County (the “Project”), the Products shall comply with all the requirements and specifications of technical and other nature included in the Trading Offer, with the requirements of the applicable laws, with any prescriptions given by the grid operator and shall be delivered together with all the certifications and documentation required by the applicable law or market standards for such type of Products (including, but not limited to, certification of origin and control certifying the origin, the brand, the verifications carried out in the manufacturers’ plant and the characteristics of the material itself). Failure to deliver the certifications and documentation above mentioned together with the Products will be deemed as a failure to deliver the Products.</p> <p>1.4. The Products shall include all the accessories for their installation, assembly, use and commissioning. If there are any materials or accessories necessary for the functioning in good conditions and without failures and errors of the Products, but which have not been expressly listed in the Trading Offer, it will be the obligation of the Supplier to deliver such materials and accessories together with the Products as part of this Contract and within the agreed Price.</p> <p>1.5. The Supplier undertakes to ensure that it will hold a stock of spare parts and spare equipment (the “Spare Parts”) for the construction period and for the operation and maintenance period, corresponding to an amount equal to 5% of the maximum installed power. The Spare Parts shall be quantitatively defined by the Project and shall allow the provision of the replacement stock for a period of at least 10 years – under normal operating conditions.</p> <p>1.6. As detailed in Annex no. 1, the Beneficiary will also provide the training service for the personnel involved in the installation, operation and maintenance of the</p>
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Art. 2. Locatia de livrare

2.1. Marfurile care fac obiectul prezentului Contract vor fi livrate la locatia finala de instalare situata in Loc. Sanmartin, Jud. Bihor, in interiorul santierului de constructii al Beneficiarului, respectiv pe parcelele de teren identificate cu numerele cadastrale si de carte funciara 67116 si 67128 („**Locatia de Instalare**”).

2.2. Furnizorul va fi responsabil si va suporta toate costurile legate de incarcarea, transportul, livrarea si descarcarea Marfurilor la Locatia de Instalare si pentru formalitatile vamale, daca este cazul, inclusiv asigurarea Marfurilor in timpul transportului, orice taxe, impozite, taxe vamale, taxe de import sau alte asemenea taxe legate sau datorate in legatura cu livrarea si transferul Marfurilor de catre Furnizor catre Beneficiar.

2.3. Livrarea si descarcarea Marfurilor la Locatia de Instalare se va efectua cu respectarea regulii Incoterms 2020 DDP (Delivery Duty Paid) si va cuprinde inclusiv descarcarea Marfurilor. Obligatiile Furnizorului privind livrarea Marfurilor cuprind, fara a se limita la contractarea transportatorului, intocmirea documentatiei de transport, plata taxelor vamale si a oricaror alte taxe previzibile si imprevizibile, suportarea riscului pieririi totale sau partiale a bunurilor pana la momentul finalizarii livrarii, precum si restul obligatiilor ce decurg din regula Incoterms 2020 DDP (Delivery Duty Paid).

Art. 3. Conditii de livrare

3.1 Livrarea Marfurilor se va efectua in conditiile prevazute la articolul 2 din prezentul Contract, cel mai tarziu pana la termenul calculat prin adaugarea unei perioade de 6 luni de la Data Semnarii („**Data de Livrare Garantata**”). Furnizorul intelege ca Data de Livrare Garantata este esentiala pentru Proiect si respectarea sa este o obligatie esentiala a Furnizorului.

Datele de livrare pentru toate Marfurile si Serviciile ce fac obiectul Contractului vor fi detaliate in Anexa 2 la prezentul.

Pentru oricare dintre Marfurile ce fac obiectul Contractului se pot face comenzi si livrari in transe in functie de graficul de constructie. Astfel, pentru livrare Beneficiarul va emite comenzi precizand Marfurile ce se comanda, in functie de Marfurile ce fac obiectul Contractului conform Anexelor 1 si 2 la acesta, si termenul de livrare a acestora, ce va fi cuprins intre 90 de zile si 120 de zile de la data comenzii pentru panouri invertoare, respectiv cuprins intre 30 de zile si 45 de zile

Products.

Art. 2. Delivery location

2.1. The Products which are subject of this Contract will be delivered to the final installing location from the Locality Sanmartin, Bihor County, inside the construction site of the Beneficiary, respectively on the parcels of land identified with the cadastral and land book numbers 67116 and 67128 („**Installing Location**”).

2.2. The Supplier shall be responsible for and shall bear all the costs related to the the loading, transportation, delivery and unloading of the Products at the Installing Location and for the custom formalities, if the case, including the insurance of the Products during transportation and any taxes, customs duty, import duties or other such duty related to or due in connection with the delivery and the transfer of the Products by the Supplier to the Beneficiary.

2.3. The delivery and unloading of the Products at the Installation Location will be carried out in compliance with the Incoterms 2020 DDP (Delivery Duty Paid) rule, and will include the unloading of the Products. The Supplier's obligations regarding the delivery of the Products include, but are not limited to, contracting the carrier, drawing up the transport documentation, paying customs duties and any other foreseeable and unforeseeable charges, bearing the risk of total or partial loss of the goods until the delivery is completed, as well as the remaining obligations arising from the Incoterms 2020 DDP (Delivery Duty Paid) rule.

Art. 3. Delivery Conditions

3.1. The delivery of Products shall be performed according to conditions stipulated in Article 2 of this Contract, not later than the term calculated by adding a period of 6 months from the Signing Date (the „**Guaranteed Delivery Date**”). The Supplier understands that the Guaranteed Delivery Date is essential for the Project and the compliance with such date is an essential obligation of the Supplier.

The delivery deadlines for all Products and Services will be detailed in Annex 2 herein.

For any of the Products covered by the Contract, orders and deliveries may be made in instalments according to the construction schedule. Thus, for delivery, the Beneficiary shall issue orders specifying the Products to be ordered, in consideration of the Products which are the subject matter of this Agreement in accordance with Annexes 1 and 2 herein, and their delivery date, which shall be between 90 days and 120 days from the date of the order for panels and invertos and between 30 days

<p>pentru restul Echipamentelor. Emiterea comenzilor urmeaza a fi facuta in cadrul termenului general de livrare de mai sus, astfel incat data de livrare stabilita pentru fiecare comanda sa se incadreze pana la Data de Livrare Garantata. Termenul de livrare prevazut in fiecare comanda va fi considerat o Data de Livrare Garantata pentru fiecare comanda, cu conditia respectarii termenelor de livrare mentionate in prezentul articol.</p> <p>In cazul in care Marfurile sunt pregatite pentru a fi livrate inainte de Data de Livrare Garantata, Furnizorul va informa Beneficiarul si, daca Beneficiarul isi exprima acordul in scris, Marfurile pot fi livrate la o data convenita de Parti si anterioara Datei de Livrare Garantata.</p> <p>3.2 Dupa Data Semnarii prezentului Contract, Furnizorul va efectua toate actiunile, operatiunile, formalitatile si procedurile necesare pentru a asigura livrarea Marfurilor catre Beneficiar pana la Data de Livrare Garantata.</p> <p>3.3. La data livrarii si dupa descarcare, reprezentantii Partilor se vor intalni pentru a preda - prelua Marfurile. Beneficiarul va inspecta Marfurile livrate din punct de vedere cantitativ si calitativ, pe cat posibil, iar Partile vor semna un proces-verbal de predare-primire, in care se vor mentiona starea Marfurilor si cantitatile livrate („Procesul-Verbal de Predare-Primire”). Beneficiarul nu este obligat sa preia nicio Marfa in cazul in care nu toate Marfurile sunt livrate la Locatia de Instalare in stare perfecta si in conformitate cu parametrii tehnici si toate cerintele incluse in Oferta Comerciala. Cu toate acestea, in cazul in care unele Marfuri sau parti ale acestora lipsesc sau sunt deteriorate, iar Beneficiarul este dispus sa preia numai Marfurile livrate sau parti ale acestora, Partile semneaza un Proces-Verbal de Predare-Primire care prevede livrarea partiala si mentioneaza Marfurile lipsa/deteriorate care trebuie livrate sau inlocuite. Furnizorul livreaza/inlocuieste Marfurile lipsa/deteriorate in termen de cel mult 10 (zece) zile lucratoare de la data livrarii initiale.</p> <p>3.4. In ceea ce priveste receptia cantitativa a Marfurilor, Beneficiarul va putea emite orice reclamatie catre Furnizor cu privire la Marfurile lipsa pana la expirarea unui termen de 30 (treizeci) de zile lucratoare de la instalarea tuturor Marfurilor in cadrul centralei electrice a Beneficiarului. In acest caz, Furnizorul va livra orice Marfuri lipsa in termen de 10 (zece) zile lucratoare de la reclamatia respectiva din partea Beneficiarului.</p> <p>3.5. Receptia calitativa finala a Marfurilor se considera a avea loc la data la care centrala electrica in care vor fi integrate Marfurile va fi pusa in functiune cu succes, respectiv la data semnarii receptiei punerii in functiune conform legislatiei aplicabile („Data Punerii in</p>	<p>and 45 days for the rest of the Equipment. The issuance of the orders will be made within the general delivery period above, so that the delivery period stipulated for each order to occur prior to the Guaranteed Delivery Date. The delivery date provided in each order shall be deemed as a Guaranteed Delivery Date for each order, provided that the delivery deadlines mentioned above in this clause is observed.</p> <p>If the Products are prepared to be delivered before the Guaranteed Delivery Date, the Supplier shall inform the Beneficiary and, if the Beneficiary agrees in writing, the Products may be delivered on an agreed date prior to the Guaranteed Delivery Date.</p> <p>3.2. After the Signing Date of this Contract, the Supplier will perform all actions, operations, formalities and procedures required in order to ensure the delivery of the Products to the Beneficiary by the Guaranteed Delivery Date.</p> <p>3.3. On the delivery date and following the unloading, the Parties' representatives will meet in order to hand over – take over the Products. The Beneficiary shall inspect the delivered Products in terms of quantity and quality, as much as possible, and the Parties shall sign the delivery minutes, mentioning the status of the Products and the delivered quantities (the „Delivery Minutes”). The Beneficiary is not bound to take over any Products if not all the Products are delivered on the Installing Location in perfect state and with the due observance of the technical parameters and all requirements included in the Trading Offer. However, should any Products or parts thereof be missing or altered and the Beneficiary be willing to take over only the delivered Products or parts thereof, the Parties shall sign a Delivery Minutes providing for the partial delivery and mentioning the missing/altered Products which must be delivered or replaced. The Supplier shall deliver/replace the missing/altered Products not later than within 10 (ten) working days from the initial delivery date.</p> <p>3.4. With respect to the quantitative reception of the Products, the Beneficiary will be able to issue any complaints to the Supplier with respect to missing Products until the expiry of a period of 30 (thirty) working days after the installation of all the Products within the power plant of the Beneficiary. In this case, the Supplier shall deliver any missing Products within 10 (ten) working days from the related claim from the Beneficiary.</p> <p>3.5. The final quality reception of the Products shall be deemed to take place on the date when the power plant on which the Products will be integrated will be successfully commissioned, respectively the date of signing of the commissioning reception (receptia punerii</p>
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<p>Funcțiune”).</p> <p>3.6. Acceptarea oricaror Marfuri care nu sunt conforme cu prezentul Contract nu constituie o renunțare la orice alte pretentii datorate de Furnizor ca urmare a încălcării Contractului. În cazul în care Beneficiarul accepta Marfurile în ciuda erorilor și deficiențelor identificate, Beneficiarul va avea dreptul de a nu efectua plata restului de Pret până când Furnizorul va elimina deficiențele și va rectifica erorile.</p> <p>3.7. În privința Serviciilor, Furnizorul se obligă să presteze Serviciile cu diligența unui bun profesionist, la termenele și în condițiile stabilite în Oferta Comercială. În situația în care Furnizorul nu va furniza Serviciile astfel cum au fost contractate și la timp, Beneficiarul are dreptul de a contracta Serviciile de la un alt prestator, pe cheltuielile Furnizorului, acesta fiind responsabil pentru serviciile prestate de tertul contractat ca și când ar fi fost prestate de către Furnizor.</p> <p>Art. 4. Pret și condițiile de plată</p> <p>4.1. Pretul total al Marfurilor și Serviciilor („Pretul”) este Pretul stabilit în Oferta Comercială. Pretul este brut de orice taxă (inclusiv TVA) și include toate taxele și impozitele menționate la articolul 2.2 de mai sus, care sunt în sarcina Furnizorului.</p> <p>4.2. Plata Pretului se va realiza în tranșe, prin ordine de plată, după cum urmează:</p> <p>(i) suma de [•] EUR, reprezentând 30% din Pret, va fi plătită în avans, în cel mult 30 de zile de la data emiterii facturii aferente, ce va fi emisă de către Furnizor în termen de 7 zile de la Data Semnării prezentului Contract;</p> <p>(ii) 70% din Pret se va achita în baza facturii fiscale finale emisă de Furnizor după livrarea tuturor Marfurilor ce fac obiectul Contractului, și recepția lor cantitativă și calitativă, în maximum 30 zile de la emiterii facturii.</p> <p>4.3. Plata Pretului se va efectua în EUR or, în RON, la cursul Băncii Naționale a României valabil la data emiterii facturii aferente, conform Ofertei Comerciale.</p> <p>4.4. Orice facturi emise de Furnizor către Beneficiar vor fi considerate ca fiind trimise corect dacă sunt trimise prin e-mail la adresa/adresele de e-mail [•] sau la orice alte adrese care vor fi notificate ulterior Furnizorului de către Beneficiar. Plata se va face prin transfer bancar în contul bancar al Furnizorului indicat pe factura.</p>	<p>in funcțiune) as per the applicable law (the „Commissioning Date”).</p> <p>3.6. Acceptance of any Products not in compliance with this Contract shall not constitute a waiver of any other claims due by the Supplier as a result of the breach of the Contract. In the event that the Beneficiary accepts the Products despite the identified errors and deficiencies, the Beneficiary will be entitled not to pay the remainder of the Price until the Supplier will eliminate the deficiencies and rectify the errors.</p> <p>3.7. In respect of the Services, the Supplier undertakes to perform the Services with the diligence of a good professional, at the terms and under the conditions set out in the Trading Offer. In the event that the Supplier fails to provide the Services as contracted and on time, the Beneficiary shall have the right to contract the Services from another provider, at the Supplier's expense, who shall be liable for the services provided by the contracted third party as if they had been provided by the Supplier.</p> <p>Art. 4. Price and payment conditions</p> <p>4.1. The total price of the Products and Services (the „Price”) is the Price set out in the Trading Offer. The Price is gross of any taxes (including VAT) and includes all the taxes and duties mentioned in Article 2.2 above, which are in the charge of the Supplier.</p> <p>4.2. The payment of the Price will be performed in instalments, by payment orders, as follows:</p> <p>(i) an amount of EUR [•], representing 30% of the Price, will be paid in advance, within 30 days from the date of issuance of the related invoice, which will be issued by the Supplier within 7 working days from the Signing Date of this Contract;</p> <p>(ii) 70% of the Price will be paid on the basis of the final fiscal invoice issued by the Supplier after the delivery of all the Products that are the subject of the Contract, and their quantitative and qualitative reception, within a maximum of 30 days from the issuance of the invoice.</p> <p>4.3. The payment of the Price shall be made in EUR, or, in RON, at the National Bank of Romania exchange rate applicable on the date of issuing of the related invoice, according to the Trading Offer.</p> <p>4.4. Any invoices issued by the Supplier to the Beneficiary will be deemed correctly sent if sent by e-mail to the following e-mail address/-es [•] or any other addresses to be further notified by the Beneficiary to the Supplier. The payment shall be made by wire transfer into the Supplier's bank account indicated on the invoice.</p>
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<p>4.5. Beneficiarul poate compensa oricare dintre creantele sale asupra Furnizorului cu oricare dintre obligatiile sale de plata datorate Furnizorului, prin intermediul unei declaratii unilaterale adresate Furnizorului.</p> <p><i>[NOTA: Termenele de plata pot fi extinse si platile supuse unor conditii suplimentare prin acordul partilor contractuale cuprins in Contract sau in orice act additional la acesta.]</i></p> <p>Art. 5. Transferul riscurilor si al dreptului de proprietate asupra Marfurilor</p> <p>5.1. Transferul riscurilor si al dreptului de proprietate deplina de la Furnizor la Beneficiar va avea loc, pentru fiecare Marfa, la data semnarii de catre Parti a Procesului-Verbal de Predare-Primire care atesta livrarea respectivei Marfi.</p> <p>5.2. Furnizorul garanteaza ca toate Marfurile furnizate conform Contractului vor fi transferate fara privilegii, sarcini sau constrangeri legale create de catre sau in favoarea tertilor.</p> <p>Art 6. Garantii</p> <p>6.1. Garantia pentru Plata Avansului. Beneficiarul va avea dreptul de a solicita, ca o conditie pentru plata avansului mentionat in articolul 4.2 (i) si Furnizorul va livra sau va asigura livrarea catre Beneficiar inainte de data scadentei avansului, a unei garantii de plata in avans executata in mod corespunzator sub forma unei scrisori de garantie bancara executabila neconditionat la prima cerere, si irevocabila, in valoare egala cu valoarea facturii fiscale de avans, respectiv de 30% (treizeci la suta) din Pret (TVA inclus), si cu valabilitate pentru un termen calculat prin adaugarea unei perioade de 60 (saizeci) de zile la data de livrare si de testare a conformitatii pentru Marfurile avand o valoare egala cu 30% din Pret, pentru a garanta rambursarea avansului in cazul in care Furnizorul nu va livra Marfurile asa cum s-a convenit in cadrul acestui Contract. Beneficiarul va returna scrisoarea de garantie bancara Furnizorului la data semnarii Procesului Verbal de Predare-Primire pentru Marfurile avand o valoare egala cu 30% din Pret.</p> <p>6.2. Beneficiarul are dreptul de a executa Garantia pentru Plata Avansului in situatia in care Furnizorul nu isi indeplineste obligatia de a livra Marfurile la Locatia de Instalare pana la Data de Livrare Garantata, pentru a recupera platile efectuate de catre Beneficiar in conformitate cu Contractul, incluzand orice penalitati aplicabile conform Contractului.</p> <p>6.3. Garantia de Buna Executie. Beneficiarul va avea dreptul de a solicita, ca o conditie pentru plata transei de</p>	<p>4.5. The Beneficiary may offset any of its receivables against with any of its payment obligations due to the Supplier by means of a unilateral statement addressed to the Supplier.</p> <p><i>[NOTE: The terms of payment may be extended or conditioned upon fulfillment of specific requirements by agreement of the contractual parties, as shall be agreed in the final draft of the Contract or any addenda thereto.]</i></p> <p>Art. 5. Transfer of Risks and ownership over the Products</p> <p>5.1 The transfer of the risks and full ownership right from the Supplier to the Beneficiary shall take place, for each Product, at the date when the Delivery Minutes are signed by the Parties attesting the delivery of such Product.</p> <p>5.2. The Supplier warrants that all Products provided under the Contract will be transferred free of any encumbrances, privileges, burdens or legal constraints created by or in favour of third parties.</p> <p>Art 6. Bonds</p> <p>6.1. Advance Payment Bond. The Beneficiary will be entitled to request, as a condition for the payment of the advance mentioned in article 4.2 (i), and the Supplier shall deliver or shall procure the delivery to the Beneficiary before the maturity date of the advance payment, of a duly executed advance payment bond in the form of a first demand, unconditional and irrevocable bank letter of guarantee ,in an amount equal to the value of the advance invoice, respectively 30% (thirty percent) of the Price (including the VAT), and valid for a term calculated by adding a period of 60 (sixty) days from the date of delivery and conformity testing for the Products having a value equal to 30% of the Price, in order to guarantee the reimbursement of the advance payment should the Supplier fail to deliver the Products as agreed under this Contract. The Beneficiary will return the Advance Payment Bond to the Supplier on the signing date of the Delivery Minutes for the Products having a value of at least 30% of the Price .</p> <p>6.2. The Beneficiary shall be entitled to enforce the Advance Performance Bond if the Supplier does not comply with its obligation to deliver the Products to the Installing Location until the Guaranteed Delivery Date, in order to recover the payments made by the Beneficiary in accordance with the Contract, including any penalties applicable according to this Contract.</p> <p>6.3. Performance Bond. The Beneficiary will be entitled to request, as a condition for the payment of the price</p>
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<p>pret mentionate in articolul 4.2 (ii) si Furnizorul va livra sau va asigura livrarea catre Beneficiar pana la data scadentei respectivei transe, a unei scrisori de garantie executabila la prima cerere, neconditionata si irevocabila, pentru o suma egala cu 10% (zece la suta) din Pret, pentru a garanta indeplinirea exacta si la timp a obligatiilor Furnizorului in temeiul acestui Contract (inclusiv, cu titlu de exemplu, orice obligatie de returnare a Pretului, acolo unde este prevazut in mod expres in acest Contract).</p> <p>6.4. Garantia de Buna Executie va fi emisa cu perioada de valabilitate calculata prin adaugarea unei perioade de 60 (saizeci) de zile la ultima Data de Livrare Garantata si verificare a conformitatii pentru toate Marfurile. In cazul in care Garantia de Buna Executie este programata sa expire inainte de data pana la care Furnizorul este obligat sa mentina Garantia de Buna Executie, Furnizorul va prelungi Garantia de Buna Executie pentru o perioada corespunzatoare, nu mai mica decat data Procesului Verbal de Predare-Primire.</p> <p>6.5. Se intelege ca orice executare silita a sumelor garantate prin Garantia de Buna Executie va constitui o obligatie automata pentru Furnizor de a restabili garantia pentru intreaga suma garantata prin Garantia de Buna Executie, intr-un termen de maxim 30 (treizeci) de zile de la executare.</p> <p>6.6. Garantia de Mentenanta. Beneficiarul va putea solicita, ca si conditie de plata a ultimei transe din Pret, si Furnizorul va livra sau va asigura livrarea catre Beneficiar pana la data scadentei ultimei transe din pret, cu acoperirea costului de catre Furnizor, a unei scrisori de garantie bancara executabila la prima cerere, neconditionata si irevocabila, emisa de o banca acceptata de Beneficiar pentru a garanta indeplinirea exacta si la timp a obligatiilor Furnizorului in conformitate cu prezentul Contract pe toata Perioada de Garantie, conform prevederilor clauzei 7 de mai jos. Garantia va fi emisa pentru o suma egala cu 10% (zece la suta) din Pret.</p> <p>6.7. Garantia de Mentenanta va fi emisa cu perioada de valabilitate 2 (doi) ani de la data livrarii in intregime a tuturor Marfurilor.</p> <p>6.8. Se intelege ca orice executare silita a sumelor garantate prin Garantia de Mentenanta va constitui o obligatie automata pentru Furnizor de a restabili garantia pentru intreaga suma garantata, intr-un termen de maxim 30 (treizeci) de zile de la executare.</p> <p>6.9. In cazul in care oricare dintre Garantii este programata sa expire inainte de data la care Furnizorul este obligat sa mentina o astfel de Garantie in</p>	<p>installment mentioned in article 4.2 (ii), and, the Supplier shall deliver or shall procure the delivery to the Beneficiary until the maturity date of said installment of a first demand, unconditional and irrevocable letter of guarantee, for an amount equal to 10% (ten percent) of the Price, to guarantee the exact and timely fulfilment of the Supplier's obligations pursuant to this Contract (including, by way of example, any obligation to return the Price where expressly provided for in this Contract).</p> <p>6.4. The Performance Bond shall be issued with the validity period calculated by adding a period of 60 (sixty) days to the last Guaranteed Delivery Date and conformity testing for all the Products. In case the Performance Bond is scheduled to expire prior to the date through which the Supplier is required to maintain the Performance Bond the Supplier shall extend the Performance Bond for a corresponding period not less than the date of Delivery Minutes.</p> <p>6.5. It is understood that any enforcement of the sums guaranteed by the Performance Bond will constitute an automatic obligation for the Supplier to re-establish the guarantee for the entire amount guaranteed by the Performance Bond, within a term of maximum 30 (thirty) days as of enforcement.</p> <p>6.6. Warranty Bond/Maintenance Bond. The Beneficiary will be entitled to request, as a condition for the payment of the last Price instalment, and the Supplier shall deliver before the maturity date of such last installment or shall procure the delivery to the Beneficiary, at its own cost, of a first demand, unconditional and irrevocable letter of guarantee issued by an accepted bank by the Beneficiary to guarantee the exact and timely fulfilment of the Supplier's obligations pursuant to this Contract throughout the Warranty Period, according to the provisions of clause 7 below. The Warranty Bond shall be issued for an amount equal to 10% (ten percent) of the Price.</p> <p>6.7. The Warranty Bond shall be issued with the validity period of 2 (two) years from the delivery of all the Products..</p> <p>6.8. It is understood that any enforcement of the sums guaranteed by the Warranty Bond will constitute an automatic obligation for the Supplier to re-establish the guarantee for the entire amount guaranteed by the Warranty Bond, within a term of maximum 30 (thirty) days as of enforcement.</p> <p>6.9. In the event that any of the Bonds is scheduled to expire prior to the date through which the Supplier is required to maintain such Bond pursuant to this Contract, such security shall be extended for additional</p>
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<p>conformitate cu prezentul Contract, aceasta garantie va fi prelungita pentru perioade suplimentare sau inlocuita de catre Furnizor cu o noua garantie cu cel putin 30 (treizeci) de zile inainte de expirarea acesteia. In cazul in care Furnizorul nu respecta cele mentionate mai sus, Beneficiarul poate colecta aceasta garantie si poate retine suma colectata ca garantie in locul respectivei Garantii.</p> <p>6.10. Furnizorul recunoaste dreptul Beneficiarului de a cesiona si transfera drepturile, titlul si dobanzile sale in baza Garantiei pentru Plata Avansului, a Garantiei de Buna Executie si/sau a Garantiei de Mentenanta, furnizate de Furnizor in temeiul prezentului Contract, partenerilor sai de finantare, daca exista, iar Furnizorul va accepta o astfel de cesiune si va depune toate eforturile rezonabile pentru a se conforma cerintelor Beneficiarului in legatura cu implementarea unei astfel de cesiuni. Orice astfel de cesiune va fi notificata Furnizorului de catre Beneficiar in cel mult 10 (zece) zile de la realizarea unei astfel de cesiuni. In orice caz, daca dreptul Beneficiarului in temeiul oricarei garantii de mai sus stabilite in favoarea Beneficiarului nu poate fi cesionat sau transferat catre terti, Furnizorul va livra sau va procura livrarea, partenerilor de finantare, a unei noi garantii, pentru a satisface cerintele Beneficiarului si partenerilor sai de finantare.</p> <p>6.11. Scrisorile de garantie bancara prevazute de prezentul art. 6 vor putea fi emise de oricare dintre bancile europene acceptabile pentru Beneficiar, sub rezerva indeplinirii urmatoarelor conditii: (i) banca opereaza in Uniunea Europeana; si (ii) ratingul pe termen lung acordat bancii de catre agentia de rating Standard and Poor's este cel putin "BBB+". Ca alternativa, daca este acceptabila pentru Beneficiar, scrisoarea de garantie bancara va putea fi emisa de catre o companie de asigurari primara europeana (din Romania sau din Uniunea Europeana si autorizata sa opereze in Uniunea Europeana in conformitate cu legislatia in vigoare) avand un rating acordat de catre agentia de rating Standard and Poor's acceptabil pentru Beneficiar.</p> <p>6.12 Partile vor putea agreea furnizarea de catre Furnizor a unui alt tip de garantie pentru oricare dintre Garantiile mentionate in acest Articol 6, pe care Beneficiarul le va considera, la discretia sa, ca fiind satisfacatoare pentru acesta.</p> <p>Art. 7. Garantia Marfurilor si Termene de garantie</p> <p>7.1. Garantia Marfurilor inseamna, cu referire la fiecare Marfa si la Piese de schimb, garantia acordata in legatura cu orice neconformitati. Garantia Marfurilor este destinata a fi eliberata in plus fata de garantiile prevazute la articolul 1863 din Codul civil roman. La livrare, Marfurile vor fi insotite de certificate de garantie si de declaratii de conformitate, astfel cum sunt</p>	<p>periods or replaced by the Supplier with a replacement guarantee, at least 30 (thirty) days prior to its expiry. In case that the Supplier fails to comply with the aforesaid, the Beneficiary may, collect on such security and retain the amount collected as security in place of such Bond.</p> <p>6.10. The Supplier acknowledges that the Beneficiary has the right to assign and transfer its rights, title and interest under the Advance Payment Bond, the Performance Bond and/or the Warranty Bond provided by the Supplier under this Contract to its finance partners, if any, and the Supplier hereby accepts such assignment and shall use its best efforts to comply with the requirements of the Beneficiary related to the implementation of such assignment. Any such assignment will be notified by the Beneficiary to the Supplier within 10 (ten) working days after such assignment takes place. In any case, if Beneficiary's right under any above bond in favor of the Beneficiary cannot be assigned or transferred to third parties, the Supplier shall deliver or procure the delivery, to the finance partners, of a new bond to meet the requirement of the Beneficiary and its finance partners.</p> <p>6.11. The bank guarantee letters provided for in this Article 6 may be issued by any of the European banks acceptable to the Beneficiary, provided that the following conditions are met: (i) the bank operates in the European Union; and (ii) the long-term rating given to the bank by Standard and Poor's rating agency is at least "BBB+". Alternatively, if acceptable to the Beneficiary, the bank guarantee letter may be issued by a primary European insurance company (from Romania or the European Union and authorized to operate in the European Union in accordance with the legislation in force) with a rating from Standard and Poor's rating agency acceptable to the Beneficiary.</p> <p>6.12 The Parties may agree the provision by the Supplier of another type of guarantee to replace any of the bonds mentioned in this Article 6, which the Beneficiary, in its sole discretion, will consider as satisfactory.</p> <p>Art. 7. Product Warranty and Warranty terms</p> <p>7.1. Product Warranty means, with reference to each Product and to the Spare Parts, the warranty given in relation to any non-conformities. The Product Warranty is intended to be issued in addition to the warranties referred to in Article 1863 of the Romanian Civil Code. Upon delivery, the Products will be accompanied by warranty certificates and declarations of conformity,</p>
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<p>prevazute in Anexa nr. 1.</p> <p>7.2. Marfurile sunt garantate sa functioneze in stare perfecta si in conformitate cu toate cerintele si specificatiile incluse in Oferta Comerciala si in documentatia care insoteste aceste Marfuri, pentru o anumita perioada de timp de la Data Punerii in Functie, stabilita in functie de tipul Marfii („Perioada de Garantie”), dupa cum urmeaza:</p> <p>(i) in cazul modulelor fotovoltaice, Perioada de Garantie este de 30 (treizeci) de ani.</p> <p>7.3. In cazul in care, conform Ofertei Comerciale sau garantiei ce insoteste Marfurile sau legii aplicabile, garantia aferenta Marfurilor este acordata pentru o perioada mai mare decat perioadele sus-mentionate, Perioada de Garantie se va considera extinsa pentru Marfurile respective la perioada extinsa acordata prin Oferta Comerciala, garantia ce insoteste Marfurile sau dispozitiile legale.</p> <p>7.4. In cazul in care o Marfa sau o parte a acesteia este inlocuita/reparata in timpul Perioadei de Garantie, de la data reparatiei/inlocuirii, Perioada de Garantie pentru aceasta Marfa sau parte a acesteia se va prelungi la perioada corespunzatoare tipului de Marfa sau la perioada aferenta Perioadei de Garantie initiala extinse conform Articolului 7.1 de mai sus.</p> <p>7.5. Oricand pe durata Perioadei de Garantie Beneficiarul va avea dreptul de a realiza teste calitative asupra Marfurilor prin intermediul unei terte parti independente (laborator) calificata pentru realizarea acestor teste nominalizata de Beneficiar. In cazul in care rezultatul testelor arata ca o Marfa sau o parte a acesteia nu functioneaza in stare perfecta si in conformitate cu toate cerintele si specificatiile incluse in Oferta Comerciala si in documentatia care insoteste aceste Marfuri, Furnizorul va inlocui sau repara Marfa afectata in conditiile prezentei Sectiuni 7. Beneficiarul va informa Furnizorul cu cel putin 10 zile inainte de efectuarea testelor, Furnizorul avand dreptul de a fi participa la procedura de testare. In cazul in care Furnizorul nu va participa la procedura de testare acesta nu va avea dreptul de a contesta rezultatul testelor.</p> <p>Art. 8. Exercitarea Drepturilor de Garantie</p> <p>8.1. In cazul in care Beneficiarul identifica o eroare, un defect sau orice neconformitate pe durata Perioadei de Garantie, Beneficiarul va notifica Furnizorul cu privire la aceasta. Notificarea va fi considerata valabila daca este trimisa la urmatoarea adresa de e-mail [•], iar urmatoarele date de contact pot fi folosite in caz de urgenta pentru a notifica erorile, defectele sau neconformitatile [se vor include numele si nr. De telefon]. Notificarea trebuie sa includa descrierea erorii, a defectului sau a neconformitatii, iar Furnizorul i se</p>	<p>as provided in Annex no. 1.</p> <p>7.2. The Products are guaranteed to function in perfect condition and in compliance with all the requirements and specifications included in the Trading Offer and the accompanying documentation of such Products, for a certain period of time from the Commissioning Date, determined according to the type of Product (the „Warranty Period”), as follows:</p> <p>(i) in the case of photovoltaic modules, the Warranty Period is 30 (thirty) years.</p> <p>7.3. If, pursuant to the Trading Offer or the guarantee accompanying the Products or the applicable law, the guarantee of the Products is granted for a period longer than the periods referred to above, the Guarantee Period shall be deemed to be extended for those Products to the extended period granted by the Trading Offer, the guarantee accompanying the Products or the legal provisions.</p> <p>7.4. In the event that any Product or part thereof is replaced/repared during the Warranty Period, from the repair/replacement date, the Warranty Period for such Product or part thereof shall be extended to the period corresponding to the type of Product or to the higher initial Warranty Period established in accordance with Article 7.1 above.</p> <p>7.5. At any time during the Warranty Period, the Beneficiary will have the right to carry out quality tests on the Products by means of an independent third party (laboratory) qualified to carry out these tests nominated by the Beneficiary. If the results of the tests show that a Product or part of it does not function in perfect condition and in accordance with all the requirements and specifications included in the Trading Offer and in the documentation accompanying these Products, the Supplier will replace or repair the affected Product under the conditions of this Sections 7. The Beneficiary will inform the Supplier at least 10 days before performing the tests, the Supplier having the right to participate in the testing procedure. If the Supplier does not participate in the test procedure, it will not have the right to challenge the results of the tests.</p> <p>Art. 8. Exercise of Warranty Rights</p> <p>8.1. In the event that the Beneficiary identifies an error, defect or any non-conformity within the Warranty Period, it shall notify the Supplier thereof. The notification shall be deemed valid if sent to the following e-mail address [•] and the following contact data may be used in case of emergency to notify the errors, defects or non-conformities [name and phone no. to be included]. The notification shall include the description of the error, defect or non-conformity and the Supplier shall be given an opportunity to examine the error on-site.</p>
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<p>ofera posibilitatea de a o examina la fata locului.</p> <p>8.2. Beneficiarul are dreptul de a pretinde Furnizorului, iar Furnizorul este obligat ca, in termen de 1 (o) zi lucratoare de la primirea reclamatiei Beneficiarului emisa in conformitate cu articolul 7.1 de mai sus, sa evalueze eroarea, defectul sau neconformitatea, pe cheltuiala sa, si sa inceapa imediat sa desfasoare in mod continuu, pe cheltuiala sa, lucrarile necesare pana la remedierea erorii, a defectului sau a neconformitatii, inclusiv orice inlocuiri necesare („Drepturile de Garantie” sau „Garantia”).</p> <p>8.3. In cazul in care Furnizorul nu evalueaza eroarea, defectul sau neconformitatea in termenul mentionat anterior si/sau nu o remedieaza in termen de 5 (cinci) zile de la notificarea acesteia de catre Beneficiar, Beneficiarul va avea dreptul de a solicita ca repararea sau inlocuirea sa fie efectuata de catre un contractant tert, pe cheltuiala Furnizorului, prin executarea Garantiei de Mentenanta, daca exista, sau prin restituirea costurilor de catre Furnizor Beneficiarului in termen de 10 zile de la solicitarea acestuia. In astfel de cazuri, Furnizorul nu va avea dreptul de a invoca o incalcare a obligatiilor legate de Garantie ale Beneficiarului, iar Garantia nu va fi afectata.</p> <p>8.4. In cazul oricarui diferend de natura tehnica care poate aparea intre Parti in legatura cu erorile de functionare, cu defectele sau cu neconformitatile Marfurilor, un astfel de diferend va fi solutionat de un expert („Expertul”), numit in comun de catre Parti si al carui cost va fi initial suportat in parti egale de catre Parti. In cazul in care Partile nu ajung la un acord in termen de 10 (zece) zile de la comunicarea prin care una dintre Parti solicita celeilalte Parti sa convina asupra numirii Expertului, Expertul va fi selectat de catre Furnizor dintre profesionistii de renume independenti de Furnizor, iar costurile acestuia vor fi suportate initial de catre Furnizor. Expertul trebuie sa fie autorizat sa emita expertiza tehnica necesara in conformitate cu Legea Aplicabila. Expertul trebuie sa intocmeasca un raport in termen de 30 (treizeci) de zile de la numirea sa, in care sa prezinte rezultatul analizei sale. Costurile raportului vor fi suportate de Partea care pierde sau proportional cu acceptabilitatea pretentiilor fiecarei Parti. Raportul va fi definitiv si obligatoriu intre Parti, cu exceptia erorilor evidente.</p> <p>8.5. Garantiile Marfurilor mentionate mai sus sunt considerate aplicate la Locatia de Instalare si includ toate costurile pentru echipamente, instrumente, materiale, transport, personal, deplasare si orice altceva necesar pentru inlocuiri sau reparatii intr-un mod corespunzator.</p> <p>8.6. Regulile mentionate la articolele 8.1 – 8.4 de mai sus nu aduc atingere obligatiilor de garantie legala ale Furnizorului si drepturilor de garantie legala ale</p>	<p>8.2. The Beneficiary has the right to claim from the Supplier, and the Supplier is obligated that, within 1 (one) working day from receiving the complaint of the Beneficiary issued as per Article 7.1 above, to assess the error, the defect or the non-conformity at its own cost and to immediately commence and continuously work on the rectification of the error, defect or non-conformity until completion, at its own cost, including any necessary replacements (the “Warranty Rights” or the “Warranty”).</p> <p>8.3. In the event that the Supplier fails to assess the error, the defect or the non-conformity within the aforementioned deadline and/or rectify it within 5 (five) days from it being notified by the Beneficiary, the Beneficiary will be entitled to have the repair or replacement done by a third party contractor at the Supplier’s cost, by enforcement of the Warranty Bond, if any, or by repayment of such costs by the Supplier within 10 days from the request of the Beneficiary enclosing the justifying documents. In such cases, the Supplier will not be entitled to claim a breach of the Warranty related obligations of the Beneficiary and the Warranty will not be affected.</p> <p>8.4. In case of any dispute of a technical nature that may arise between the Parties in relation to the errors in the functioning, to the defects or the non-conformities of the Products, such dispute will be decided by an expert (the “Expert”), appointed jointly by the Parties and the cost of which will be initially borne in equal parts by the Parties. If the Parties do not find an agreement within 10 (ten) days from the communication in which one Party requests the other Party to agree on the appointment of the Expert, the Expert will be selected by the Supplier among reputable professionals independent from the Supplier and its’ cost will be initially borne by the Supplier. The Expert must be authorised to issue the required technical expertise in accordance with the Applicable Law. The Expert shall issue its report within 30 (thirty) days following his appointment, setting out the result of its analysis. The costs of the report will be borne by the losing Party or in proportion to the acceptance of the claim of each Party. The report will be final and binding between the Parties, with the exception of evident errors.</p> <p>8.5. The aforementioned Product Warranties are considered applied on Installing Location, and include all costs for equipment, instrumentation, materials, transport, personnel, travel and anything else necessary for replacements or repairs in a workmanlike manner.</p> <p>8.6. The rules referred to in Articles 8.1 - 8.4 hereinabove are without prejudice to the Supplier's statutory warranty obligations and the Beneficiary's statutory warranty rights that the Beneficiary may</p>
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<p>Beneficiarului, pe care acesta le poate exercita in conformitate cu dispozitiile legislatiei aplicabile.</p> <p>8.7. In cazul in care Furnizorul, in Perioada de Garantie, cu acordul Beneficiarului, foloseste, pentru inlaturarea neconformitatilor, Piesele de Schimb livrate Beneficiarului, Furnizorul va completa cu promptitudine, pe cheltuiala proprie, Piesele de schimb utilizate pentru eliminarea neconformitatilor in perioada de Garantie.</p> <p>Art. 9. Incetarea Contractului</p> <p>9.1. Partile convin ca prezentul Contract poate inceta in urmatoarele situatii:</p> <p>9.1.1 de comun acord, in baza intelegerii scrise a Partilor incheiata sub forma unui act aditional la prezentul Contract;</p> <p>9.1.2 prin reziliere unilaterala din partea Furnizorului, conform dispozitiilor art. 1552 Cod civil, ca urmare a neefectuarii vreunor plati de catre Beneficiar Furnizorului, conform Contractului, in termen de 30 (treizeci) de zile de la data scadentei platii respective, fara interventia instantei. Declaratia de reziliere va fi comunicata in scris, prin scrisoare recomandata cu confirmare de primire, in termen de 5 (cinci) zile calendaristice de la data la care Beneficiarul trebuia sa isi indeplineasca obligatia incalcata;</p> <p>9.1.3 prin rezilierea unilaterala de catre Beneficiar in oricare dintre urmatoarele cazuri:</p> <p>(i) Furnizorul nu livreaza Beneficiarului toate Marfurile in conformitate cu toti termenii si conditiile prezentului Contract, inclusiv fara documentatia si certificarile necesare, in cel mult 30 (treizeci) de zile de la Data de Livrare Garantata si/sau nu presteaza la timp si in conditiile agreeate Serviciile incluse in Oferta Comerciala;</p> <p>(ii) Furnizorul ceseaza prezentul Contract sau oricare dintre drepturile si obligatiile sale in temeiul prezentului Contract fara acordul prealabil al Beneficiarului;</p> <p>(iii) o cerere de faliment este depusa impotriva Furnizorului sau alte proceduri de insolventa sunt deschise impotriva acestuia, sau in cazul oricarei proceduri care vizeaza sau are ca rezultat lichidarea Furnizorului sau incetarea/suspendarea activitatii acestuia;</p> <p>(iv) Furnizorul nu pune la dispozitia Beneficiarului</p>	<p>exercise in accordance with the provisions of the applicable laws.</p> <p>8.7. In the event that the Supplier, during the Warranty Period, with the Beneficiary's consent, uses, for the removal of non-conformities, Spare Parts delivered to the Beneficiary, the Supplier shall promptly replenish, at its own cost and expense, the Spare Parts used for the elimination of non-conformities during the Warranty Period.</p> <p>Art. 9. Termination of Contract</p> <p>9.1. The parties mutually agree that this Contract can be terminated in the following situations:</p> <p>9.1.1 by mutual agreement, based on a written addendum of the Parties to this Contract;</p> <p>9.1.2 by unilateral termination declared by the Supplier, according to the provisions of Article 1552 of the Civil Code, due to failure of the Beneficiary to make any payments due to the Supplier in accordance with this Contract within 30 (thirty) days from the maturity date of the respective payment, without the Court intervention. The termination declaration shall be communicated in written, by recommended letter with confirmation receipt, within 5 (five) calendar days from the date when the Beneficiary should have fulfilled the breached obligation;</p> <p>9.1.3 by unilateral termination by the Beneficiary in any of the following cases:</p> <p>(i) the Supplier does not deliver all the Products to the Beneficiary in compliance with all the terms and conditions of this Contract, including without the required documentation and certifications, no later than 30 (thirty) days from the Guaranteed Delivery Date and/or does not provide the Services included in the Trading Offer on time and under the agreed conditions;</p> <p>(ii) the Supplier assigns this Contract or any of its rights and obligations under this Contract without the prior agreement of the Beneficiary;</p> <p>(iii) a bankruptcy petition is filed against the Supplier, or other insolvency proceedings are opened against it, or in the event of any procedure aimed at or resulting in the liquidation of the Supplier or cessation/suspension of its activity;</p> <p>(iv) the Supplier does not provide the Beneficiary with the guarantees to be provided in accordance with Article 6 above; In case of</p>
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<p>garantiile care trebuie furnizate in conformitate cu articolul 6 de mai sus. In cazul nedepunerii sau depunerii cu intarziere, invaliditatea sau ineficacitatea Garantiilor, daca nu sunt remediate de catre Furnizor in termen de 5 (cinci) Zile Lucratoare de la (a) primirea notificarii de neindeplinire a obligatiilor sau (b) de la data cand Furnizorul, in calitate de profesionist prudent si diligent, ar fi trebuit in mod rezonabil sa fie constient de nerespectare, oricare dintre date a fost atinsa prima;</p> <p>(v) in cazul in care devine evident, in orice moment inainte de Data de Livrare Garantata, ca Furnizorul nu poate executa Contractul sau ca acesta va suferi o intarziere din cauza careia executarea nu mai este in interesul Beneficiarului;</p> <p>(vi) orice alta incalcare a Contractului de catre Furnizor;</p> <p>(vii) orice alt motiv de reziliere prevazut sau permis de Legea Aplicabila sau de prezentul Contract.</p> <p>In oricare dintre cazurile de mai sus, Beneficiarul poate rezilia prezentul Contract in conformitate cu articolul 1552 din Codul Civil, cu efect de la primirea, de catre Furnizor, a notificarii scrise de reziliere trimise de Beneficiar, intelegandu-se ca nu se va aplica nicio perioada de gratie suplimentara.</p> <p>9.2. In sensul prezentului articol 9, Partile declara ca au inteles si acceptat faptul ca partea in culpa este de drept pusa in intarziere la expirarea termenului prevazut in prezentul Contract pentru executarea obligatiei respective sau prin simpla actiune sau omisiune de a respecta o obligatie, fara a fi necesara nicio alta formalitate.</p> <p>9.3. In caz de incetare a prezentului Contract, Furnizorul va rambursa Beneficiarului orice parti din Pretul platit de Beneficiar pana la data incetarii, cel tarziu in termen de 10 zile lucratoare de la data incetarii.</p> <p>Art. 10. Penalitati, daune, dobanzi</p> <p>10.1 Fiecare dintre Parti este raspunzatoare si trebuie sa plateasca celeilalte Parti orice prejudicii directe care rezulta din incalcare a prezentului Contract, din nerespectarea obligatiilor sale sau din indeplinirea necorespunzatoare a obligatiilor contractuale ale unei Parti.</p> <p>10.2. In cazul in care Furnizorul intarzie livrarea tuturor Marfurilor catre Beneficiar pana la Data de Livrare</p>	<p>non-submission or late submission, invalidity or ineffectiveness of the Bonds, if not remedied by the Supplier within 5 (five) Working Days from (a) the receipt by it of the notice of default or (b) from the date when the Supplier, as a prudent and diligent professional, should have reasonably been aware of the default, whichever date is achieved first;</p> <p>(v) if it becomes obvious at any time prior to the Guaranteed Delivery Date that the Supplier is unable to perform the Contract or it will incur a delay due to which performance is no longer in the Beneficiary's interest;</p> <p>(vi) any other breach of the Contract by the Supplier;</p> <p>(vii) any other termination grounds provided by or permitted under the Applicable Law or this Contract.</p> <p>In any of the above cases, the Beneficiary may terminate this Contract pursuant to Article 1552 of the Civil Code, with effect from the receipt, by the Supplier, of the written termination notification sent by the Beneficiary, being understood that no additional grace periods (Romanian: perioade de gratie) will apply.</p> <p>9.2 For the purpose of this Article 9, the Parties declare to have understood and accepted that the defaulting party shall be in delay (Romanian, "partea in culpa este de drept pusa in intarziere") upon expiration of the term prescribed in this Contract for the performance of the respective obligation or by the mere act or omission to comply with a respective obligation, without any other formality being required.</p> <p>9.3 In case of termination of this Contract, the Supplier shall reimburse to the Beneficiary any parts of the Price paid by the Beneficiary until the termination date, no later than within 10 working days as of the termination date.</p> <p>Art. 10. Penalties, damages, interests</p> <p>10.1. Each of the Parties shall be liable and shall pay to the other Party any direct damages resulting from the breach of this Contract, the failure to comply with its obligations or the improper fulfillment of a Party's contractual obligations.</p> <p>10.2. In case of delay by the Supplier in delivering all the Products to the Beneficiary until the Guaranteed Delivery Date, the Supplier will pay a delay penalty of 0,05% (the twentieth part of a percent) for each day of the delay</p>
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<p>Garantata, Furnizorul va plati o penalitate de intarziere de 0,05% (a douazecea parte de procent) pentru fiecare zi de intarziere, aplicata la valoarea Pretului.</p> <p>10.3. In cazul in care Beneficiarul intarzie sa efectueze orice plata la data scadentei stabilita in prezentul Contract, Beneficiarul va plati o penalitate de intarziere de 0,05% (a douazecea parte de procent) pentru fiecare zi de intarziere, aplicata la valoarea platii care este in intarziere.</p> <p>Art. 11. Clauza Penala</p> <p>11.1. In cazul in care Furnizorul nu isi executa obligatiile asumate la timp si in locul stabilit, acesta se obliga sa plateasca Beneficiarului penalitati de intarziere in cuantum egal cu 0,05% (a douazecea parte de procent) din valoarea comenzii neonorate pentru orice intarziere de pana la 30 (treizeci) de zile. Dupa expirarea perioadei de 30 (treizeci) de zile de intarziere, Beneficiarul Privat va avea dreptul de a rezilia unilateral Contractul de furnizare, prin simpla notificare a Furnizorului in acest sens si fara a fi necesara vreo alta formalitate din partea niciuneia dintre parti.</p> <p>11.2. Furnizorul declara ca a luat cunostinta si este de acord cu dispozitiile art. 1539 din Codul civil, aplicabile prezentului Contract, conform carora, in cazul in care nu isi va executa la timp si in locul stabilit obligatiile asumate prin semnarea Contractului, va fi obligat atat sa plateasca Beneficiarului penalitatea de intarziere, cat si sa isi execute obligatiile asumate prin semnarea Contractului.</p> <p>Art. 12. Forta Majora</p> <p>12.1. In cazul in care un Eveniment de Forta Majora intarzie sau impiedica, in totalitate sau partial, executarea prezentului Contract de catre oricare dintre Partile contractante, atunci Partea afectata va fi exonerata de obligatiile sale, dar numai in masura si numai pentru perioada in care aceasta indeplinire este impiedicata sau intarziata de Forta Majora. Fiecare Parte contractuala va depune toate eforturile rezonabile pentru a minimiza posibilele efecte rezultate din Forta Majora. In sensul prezentului articol 11, un Eveniment de Forta Majora va fi considerat ca fiind orice circumstanta imprevizibila, independenta de controlul Partii, care o impiedica in mod direct sa isi indeplineasca obligatiile care ii revin in temeiul prezentului Contract (cum ar fi razboi, greva nationala, cutremur, inundatii, incendii, acte de terorism etc.).</p> <p>12.2. Partea care invoca un Eveniment de Forta Majora este obligata sa notifice in scris cealalta Parte in termen de 10 (zece) zile de la data aparitiei si apoi de la data incetarii evenimentului respectiv, trimitand totodata celeilalte Parti un certificat eliberat de Camera de Comert si Industrie a Romaniei care atesta producerea</p>	<p>applied to the amount of the Price.</p> <p>10.3. In case of delay by the Beneficiary in performing any payments at the maturity date set out in this Contract, the Beneficiary will pay a delay penalty of 0,05% (the twentieth part of a percent) for each day of the delay applied to the amount of the payment which is in delay.</p> <p>Art. 11. Penalty clause</p> <p>11.1. If the Supplier fails to perform its obligations on time and at the agreed place, it shall be obliged to pay the Beneficiary delay penalties equal to 0,05% (the twentieth part of a percent) of the value of the unfulfilled order for any delay of up to 30 (thirty) days. After the expiry of the 30-day (thirty-day) delay period, the Beneficiary shall have the right to unilaterally terminate the Contract by simply notifying the Supplier in this regard and without any further formality on the part of either party.</p> <p>11.2. The Supplier declares that it is aware of and agrees with the provisions of Art. 1539 of the Civil Code, applicable to this Contract, according to which, in the event that it shall not perform its obligations assumed by signing the Contract on time and at the agreed place, it shall be obliged both to pay the Beneficiary the delay penalty and to perform its obligations assumed by signing the Contract.</p> <p>Art. 12. Force Majeure</p> <p>12.1. If a Force Majeure Event delays or prevents, in whole or in part, the execution of this Contract by any contractual Party, then the affected Party will be exonerated of its obligations, but only to the extent and only for the period in which such fulfillment is prevented or delayed by Force Majeure. Each contractual Party will make every reasonable effort to minimize possible effects resulting from Force Majeure. For the purpose of this Article 11, a Force Majeure Event shall be considered any unforeseeable circumstance beyond the Party's control that directly prevents it from performing its obligations hereunder (such as war, national strike, earthquake, flood, fire, acts of terrorism etc.).</p> <p>12.2. The Party claiming a Force Majeure Event is obliged to notify the other Party by written notice within 10 (ten) days from the date of occurrence and again from the termination of such event, and shall send to the other Party a certificate issued by the Chamber of Commerce and Industry of Romania attesting the occurrence of the Force Majeure Event.</p>
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Evenimentului de Forta Majora.

12.3. Daca din cauza Evenimentului de Forta Majora, una din Parti este impiedicata sa-si indeplineasca total sau partial obligatiile sale contractuale o perioada de peste 30 (treizeci) de zile, atunci fiecare Parte va avea dreptul sa rezilieze contractul printr-o notificare scrisa adresata celeilalte Parti.

Art. 13. Legea Aplicabila si solutionarea litigiilor

13.1. Prezentul Contract este reglementat de si va fi interpretat in conformitate cu legea romana.

13.2. Orice litigiu legat de prezentul Contract, interpretarea, valabilitatea, eficacitatea, anularea si rezilierea acestuia, care nu poate fi solutionat pe cale amiabila de catre Parti, va fi supus spre solutionare instantelor competente din Bucuresti, Romania.

Art. 14. Notificari

14.1. Orice comunicare sau notificare care trebuie sau poate fi transmisa in temeiul prezentului Contract se va face in scris, se va inmana personal, prin scrisoare recomandata sau curier cu confirmare de primire, transmisa in avans prin e-mail, si se va considera ca a fost transmisa in mod corespunzator si valabil: (i) in cazul inmanarii personale, la data inclusa de destinatar sub semnatura de primire; (ii) in cazul trimiterii prin scrisoare recomandata sau curier, la data confirmarii de primire; adresata, in fiecare caz, dupa cum urmeaza:

Daca este adresata Furnizorului:

Adresa: [●]

Email: [●]

In atentia lui [●]

Daca este adresata Beneficiarului:

Adresa: [●]

Email: [●]

In atentia lui [●]

sau la alta adresa pe care oricare dintre Parti o poate furniza ulterior celeilalte Parti printr-o notificare scrisa, in conformitate cu cele de mai sus.

14.2. Orice notificare transmisa corect care este refuzata, nu este ridicata sau nu poate fi transmisa din cauza unei actiuni sau a unei omisiuni a destinatarului va fi considerata ca fiind livrata la data la care a fost refuzata, nu a fost ridicata sau a fost considerata de oficiul postal sau de curier ca fiind imposibil de livrat.

12.3. If, because of a Force Majeure Event a Party is prevented to fulfill in whole or in part its contractual obligations over a period of 30 (thirty) days, then each Party will have the right, to terminate the Contract by a written notice to the other Party.

Art. 13. Applicable Law and Dispute Resolution

13.1. This Contract is regulated by and shall be interpreted in accordance with the Romanian law.

13.2. Any disputes related to this Contract, its interpretation, validity, effectiveness, cancellation and termination which cannot be amiably solved by the Parties, will be submitted for resolution to the competent courts from Bucharest, Romania.

Art. 14. Notifications

14.1. Any communication or notice required or permitted to be given under this Contract shall be made in writing, delivered by hand, registered mail or courier with confirmation of receipt, anticipated by email, and shall be deemed to have been duly and validly given: (i) in the case of hand delivery, on the date included by the recipient under the receipt signature; (ii) in the case of registered mail or courier, on the date of the return receipt; addressed, in each case, as follows:

If addressed to the Supplier:

Address: [●]

Email: [●]

To the kind attention of [●]

if to the Beneficiary:

Address: [●]

Email: [●]

To the kind attention of [●]

or at such other address as either Party may hereafter provide to the other by written notice, in accordance with the above.

14.2. Any notice correctly transmitted which is refused, not collected or cannot be transmitted due to an action or omission of the addressee will be deemed delivered on the date it was refused, not collected or considered by the postal office or the courier as impossible to be delivered.

Art. 15. Confidentiality

Art. 15. Confidentialitate

15.1. Toate documentele, datele, faptele si informatiile – orale, scrise sau in orice forma sau format si pe orice suport de date – referitoare la Beneficiar, la contractantii sai sau la activitatea si proiectele acestora, obtinute de Furnizor in legatura cu executarea prezentului Contract, vor fi considerate secret de afaceri si vor fi pastrate confidentiale si nu vor fi divulgate de Furnizor niciunui tert fara aprobarea prealabila scrisa a Beneficiarului.

15.2. Furnizorul nu are nicio raspundere in ceea ce priveste orice informatie care este de domeniul public sau care devine publica din alte motive decat culpa Furnizorului.

15.3. Fara acordul prealabil scris al Beneficiarului, nici Furnizorul, nici personalul sau partenerii sai: (i) nu pot publica sau face un anunt sau o declaratie publica cu privire la termenii si conditiile prezentului Contract; (ii) nu pot dezvalui presei sau altor mijloace de informare in masa orice informatii, fotografii sau date asociate cu prezentul Contract; si/sau (iii) nu pot utiliza numele Societatii sau oricare dintre marcile comerciale sau logourile Societatii in materialele Furnizorului, inclusiv in orice reclame, site-uri web, calendare, brosure si/sau prezentari.

15.4. Furnizorul va respecta obligatiile stipulate in prezentul articol 14 si dupa incetarea prezentului Contract, pentru o perioada de 10 (zece) ani. In cazul in care Furnizorul isi incalca obligatiile prevazute in prezentul articol 14, acesta va fi raspunzator pentru prejudiciul cauzat.

Art. 16. Conditie suspensiva

Prezentul Contract este afectat de conditia suspensiva a incheierii contractului de finantare intre Beneficiar, in calitate Beneficiar Privat in cadrul Planului National de Redresare si Rezilienta – Pilonul I. Tranzitia verde – Componenta C6. Energie – Masura de investitii – Investitia I.1 – Noi capacitati de productie de energie electrica din surse regenerabile, si Ministerul Energiei, in calitate de autoritate contractanta, conditie stabilita in favoarea Beneficiarului, acesta putand renunta la conditie prin simpla sa manifestare expresa de vointa in acest sens, prin notificare scrisa transmisa Furnizorului. Neindeplinirea conditiei suspensive nu va avea niciun efect cu privire la obligatiile deja scadente intre Parti.

Art. 17. Protectia datelor cu caracter personal

17.1. Definitii:

- (1) „Date cu caracter personal” inseamna orice informatii privind o persoana fizica identificata sau identificabila;
- (2) „persoana fizica identificabila” este o persoana care

15.1. All documents, data, facts and information – whether oral, written or in any form or format and on any data carrier – relating to the Beneficiary, its contractors or their activity and projects obtained by the Supplier in relation to the performance of this Contract shall be regarded as a business secret and shall be kept confidential and shall not be disclosed by the Supplier to any party without the prior written approval of the Beneficiary.

15.2. The Supplier has no liabilities in respect of any information that is in the public domain or that becomes public due to reasons other than the Supplier's fault hereafter.

15.3. Without the Beneficiary's prior written consent, neither the Supplier, nor its staff or partners: (i) may publish or make a public announcement or statement about the terms and conditions of this Contract; (ii) may disclose to the press or any other news media any information, photos or data associated with this Contract; and/or (iii) use the Company's name or any of the Company's trademarks or logos in the Supplier's materials, including any advertisements, websites, calendars, brochures and/or presentations.

15.4. The Supplier shall comply with the obligations specified in this Article 14 also following the termination of this Contract, for a period of 10 (ten) years. Should the Supplier breach its obligations specified in this Article 14, it will be liable to cover the damage caused therein.

Art. 16. Suspensive condition

This Contract is affected by the suspensive condition of the conclusion of the financing agreement between the Beneficiary, as Private Beneficiary under the National Recovery and Resilience Plan - Pillar I. Green Transition - Component C6. Energy - Investment Measure - Investment I.1 - New capacities for the production of electricity from renewable sources, and the Ministry of Energy, as contracting authority, condition established in favour of the Beneficiary, which may waive the condition by its simple express will in this regard, by written notice sent to the Supplier. The nonfulfillment of the suspensive condition shall have no effect on the obligations already due between the Parties.

Art. 17 . Protection of personal data

17.1. Definitions:

- (1) "Personal data" means any information regarding an identified or identifiable natural person;
- (2) "identifiable natural person" is a person who can be identified, directly or indirectly, in particular by reference

<p>poate fi identificata, direct sau indirect, in special prin referire la un element de identificare, cum ar fi un nume, un numar de identificare, date de localizare, un identificator online, sau la unul sau mai multe elemente specifice, proprii identitatii sale fizice, fiziologice, genetice, psihice, economice, culturale sau sociale;</p> <p>(3) „prelucrare” inseamna orice operatiune sau set de operatiuni efectuate asupra datelor cu caracter personal sau asupra seturilor de date cu caracter personal, cu sau fara utilizarea de mijloace automatizate, cum ar fi colectarea, inregistrarea, organizarea, structurarea, stocarea, adaptarea sau modificarea, extragerea, consultarea, utilizarea, divulgarea prin transmitere, diseminarea sau punerea la dispozitie in orice alt mod, alinierea sau combinarea, restrictionarea, stergerea sau distrugerea.</p> <p>17.2. In cazul in care oricare dintre Parti transmite sau pune la dispozitia celeilalte Parti orice Date cu caracter personal, acestea se obliga sa prelucreze respectivele Date cu caracter personal in conformitate cu legislatia in vigoare si aplicabila, inclusiv cu Regulamentul UE privind protectia persoanelor fizice in ceea ce priveste prelucrarea datelor cu caracter personal si privind libera circulatie a acestor date („Regulamentul UE 2016/679”), norme, regulamente, ordine si standarde, astfel cum acestea pot fi modificate periodic.</p> <p>17.3. Partile declara si se obliga sa ia toate masurile de precautie rezonabile pentru a asigura securitatea si prevenirea oricaror distrugerii, pierderi, modificari, dezvaluiri, achizitii sau accesari ilegale sau neautorizate cu privire la Datele cu caracter personal. Cu toate acestea, in cazul in care Datele cu caracter personal furnizate de catre Parti au fost accesate sau obtinute de o persoana neautorizata, Partile vor notifica imediat cealalta parte cu privire la un astfel de incident si vor coopera in vederea luarii oricaror masuri considerate necesare pentru atenuarea oricarei pierderi sau daune provocate de un astfel de acces neautorizat.</p> <p>17.4. Partile vor lua toate masurile rezonabile si necesare pentru a se asigura ca toti angajatii, agentii, partenerii si daca este cazul, subcontractantii acestora respecta prevederile legale ori de cate ori prelucreaza orice Date cu caracter personale ca parte a prezentului contract.</p> <p>17.5. Pentru desfasurarea prezentului Contract, Partile vor prelucra orice date cu caracter personal necesare pentru buna desfasurare a relatiilor comerciale dintre parti si pentru indeplinirea obligatiilor legale sau contractuale. Datele vor fi prelucrate pe durata relatiei contractuale si/sau pe durata stabilita pentru arhivare si/sau pe durata obligatorie prevazuta in legislatie.</p> <p>17.6. In cazul incalcarii de catre oricare dintre Parti a legislatiei specifice privitoare la protectia datelor cu</p>	<p>to an identifier such as a name, an identification number, location data, an online identifier, or to one or several specific elements, specific to his physical, physiological, genetic, psychological, economic, cultural or social identity;</p> <p>(3) "processing" means any operation or set of operations performed on personal data or sets of personal data, with or without the use of automated means, such as collection, recording, organization, structuring, storage, adaptation or amendment, extraction, consultation, use, disclosure by transmission, dissemination or otherwise make available, align or combine, restrict, delete or destroy.</p> <p>17.2. If any of the Parties transmits or makes available to the other Party any Personal Data, they undertake to process said Personal Data in accordance with the applicable legislation in force, including the EU Regulation on the protection of natural persons with regard to the processing of personal data and regarding the free movement of such data ("EU Regulation 2016/679"), rules, regulations, orders and standards, as they may be amended periodically.</p> <p>17.3. The Parties declare and undertake to take all reasonable precautions to ensure the security and prevention of any illegal or unauthorized destruction, loss, amendment, disclosure, acquisition or access to Personal Data. However, in the event that the Personal Data provided by the Parties has been accessed or obtained by an unauthorized person, the Parties shall immediately notify the other party of such incident and shall cooperate in taking any steps deemed necessary to mitigate any loss or damage caused by such unauthorized access.</p> <p>17.4. The Parties will take all reasonable and necessary steps to ensure that all employees, agents, partners and if applicable, their subcontractors comply with the legal provisions whenever they process any Personal Data as part of this contract.</p> <p>17.5. For the performance of this Contract, the Parties will process any personal data necessary for the proper conduct of commercial relations between the parties and for the fulfilment of legal or contractual obligations. The data will be processed for the duration of the contractual relationship and/or for the period established for archiving and/or for the mandatory period provided for in the legislation.</p> <p>17.6. In case of breach by any of the contracting Parties of the specific legislation regarding the protection of personal data, the other party has the right to request</p>
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caracter personal, cealalta parte are dreptul de a solicita daune interese si/sau compensatii pentru repararea integrala a prejudiciului suferit. In caz de divergenta cu celelalte clauze contractuale, prezenta clauza va prevala.

Art. 18. Diverse

18.1. Toata corespondenta si documentele emise de catre Furnizor sau Beneficiar in legatura cu sau pentru executarea prezentului Contract vor fi redactate in limba romana si, daca este cazul, in limba engleza, caz in care Beneficiarul se va asigura ca nu exista neconcordanțe între versiunea limba romana si limba engleza. In cazul unui conflict între cele doua versiuni ale unuia sau mai multor documente întocmite atata in limba romana, cat si in limba engleza, va prevala versiunea in limba romana. De asemenea, Beneficiarul poate accepta din partea Furnizorului documente redactate si in alte limbi decat limba romana, cu obligativitatea prezentarii acestora si traduse in limba romana de catre un traducator autorizat.

18.2. Partile declara ca isi asuma responsabilitatea pentru corectitudinea si veridicitatea tuturor declaratiilor si documentelor semnate cu ocazia desfasurarii procedurii competitive de achizitie, ce fac parte integranta din dosarul achizitiei ce va fi întocmit de catre Beneficiar in vederea obtinerii finantarii in cadrul Planului National de Redresare si Rezilienta – Pilonul I. Tranzitia verde – Componenta C6. Energie – Masura de investitii – Investitia I.1 – Noi capacitati de productie de energie electrica din surse regenerabile.

18.3. Anexele si actele aditionale la prezentul Contract fac parte integranta din acesta.

18.4. Orice intelegere anterioara între Parti in legatura cu obiectul prezentului Contract va fi inlocuita de prezentul Contract si se va considera incetata la Data Semnarii prezentului Contract.

18.5. Furnizorul nu va putea transfera catre o terta parte prezentul Contract sau orice drepturi si/sau obligatii care decurg din prezentul Contract fara acordul prealabil scris al Beneficiarului, cu exceptia cazului in care un astfel de transfer este rezultatul unui act de autoritate publica. Beneficiarul va avea dreptul de a transfera prezentul Contract sau orice drepturi si/sau obligatii care decurg din prezentul Contract, notificand Furnizorul in acest sens, catre oricare dintre afiliatii sai sau catre o terta parte care preia proiectul pentru care sunt necesare Marfurile sau care deruleaza orice activitati sau lucrari in legatura cu proiectul.

18.6. Prezentul Contract devine valabil la Data Semnarii acestuia.

18.7. Orice completari sau modificari ale prezentului

damages and/or compensation for the full recovery of the damage suffered. In case of divergence with the other contractual clauses, this clause will prevail.

Art. 18. Miscellaneous

18.1. All correspondence and documents issued by the Supplier or Beneficiary in connection with or for the execution of this Contract will be drawn up in Romanian and, if the case, in English, in which case the Beneficiary shall ensure that there are no inconsistencies between the Romanian and English versions. In the event of a conflict between the two versions of one or more documents drawn up in both Romanian and English, the Romanian version shall prevail. The Beneficiary may also accept from the Supplier documents drawn up in languages other than Romanian, with the obligation to submit them translated into Romanian by an authorized translator.

18.2. The Parties declare that they assume responsibility for the accuracy and truthfulness of all statements and documents signed during the competitive procurement procedure, which are an integral part of the procurement file to be prepared by the Beneficiary in order to obtain funding under the National Recovery and Resilience Plan. The National Recovery and Resilience Plan – Pillar I. Green Transition – Component C6. Energy – Investment Measure – Investment I.1 – New capacities for the production of electricity from renewable sources.

18.3. Annexes and the addendums to this Contract are part of it.

18.4. Any prior understanding between the Parties in relation to the subject matter of this Contract will be superseded by this Contract and will be deemed terminated at the Signing Date of this Contract.

18.5. The Supplier will not be able to transfer to any third party this Contract or any rights and / or obligations arising under this Contract without the prior written consent of the Beneficiary, except when such transfer is the result of an act of state authority. The Beneficiary will be entitled to transfer this Contract or any rights and/or obligations arising under this Contract notifying the Supplier in this respect, to any of its affiliates or to a third party taking over the project for which the Products are required or which performs any activities or works related to the project.

18.6. This Contract becomes valid at its Signing Date.

18.7. Any additions or amendments to this Contract shall be valid only if they result from an express written, dated

<p>Contract sunt valabile numai daca rezulta dintr-un document expres, scris, datat si semnat de ambele Parti. Oferta de modificare a Contractului lansata de una dintre Parti, fara acordul celeilalte, nu va produce efecte.</p> <p>18.8. Partile declara ca indeplinesc conditiile legale pentru semnarea si executarea prezentului Contract si ca reprezentantii lor au imputernicirile necesare pentru a semna prezentul Contract.</p> <p>18.9. Partile declara ca au citit in intregime prezentul Contract, precum si toate documentele ce reprezinta anexe la prezentul Contract, si intrucat corespund intocmai vointei acestora, le accepta fara a avea nicio rezerva cu privire la continutul lor pe care l-au inteles deplin si/sau la drepturile si obligatiile pe care aceste documente le atrag dupa ele, si sunt de acord sa semneze Contractul/anexele intocmai in forma in care este redactat/intocmit.</p> <p>Pentru eliminarea oricaror indoieli, Partile convin ca articolele Contractului nu sunt si nu pot fi considerate "neuzuale" in sensul Articolului 1203 din Codul Civil.</p> <p>Partile convin ca niciuna dintre prevederile, termenii si conditiile prevazute in acest Contract nu pot fi considerate "clauze standard" in sensul Articolului 1202 din Codul Civil.</p> <p>18.10. Nicio renuntare la o incalcare, la o neindeplinire a unei conditii, obligatii, drept sau remediu prevazut sau acordat prin prezentul Contract nu va fi valabila daca nu va fi facuta in scris si nu va fi semnata de catre Partea care renunta la respectiva incalcare, neindeplinire, drept sau remediu.</p> <p>18.11. Prezentul Contract a fost incheiat in limbile romana si engleza. In caz de discrepante intre limbile romana si engleza, versiunea in limba romana va prevala.</p> <p>Urmatoarele anexe sunt atasate la prezentul Contract:</p> <p>Anexa 1 – Oferta Comerciala Anexa 2 – Obiectul Contractului. Termene de livrare</p> <p>Prezentul Contract a fost semnat astazi, _____, la _____, in 2 (doua) exemplare, cate un exemplar pentru fiecare Parte.</p> <p>BENEFICIAR Prin: In calitate de:</p> <p>_____</p>	<p>and signed document by both Parties. The modification Contract's offer launched by one Party, without the agreement of the other will not produce any effects.</p> <p>18.8. The Parties declare that they meet the legal requirements for signing and executing this Contract and that their representatives have the necessary powers to sign this Contract.</p> <p>18.9. The Parties declare that they fully read this Contract and all documents representing annexes to this Contract, and because they correspond exactly to their will, they accept the same without any reservation regarding their content, which they fully understand, and/or the rights and obligations that such documents entail, and agree to sign the Contract/Annexes as they are written/prepared.</p> <p>For the avoidance of any doubts, the Parties agree that the articles of the Contract are not and may not be considered "unusual" within the meaning of Article 1203 of the Civil Code.</p> <p>The Parties agree that all the provisions, terms and conditions provided in this Contract may not be considered "standard clauses" within the meaning of Article 1202 of the Civil Code.</p> <p>18.10. No waiver of a breach, non-fulfillment of a condition, obligation, right or remedy provided for or granted by this Contract shall be valid unless it is made in writing and signed by the Party waiving said breach, non-fulfillment, right or remedy.</p> <p>18.11. The present Contract had been concluded in in Romanian and English languages. In case of discrepancies between the English and Romanian languages, the Romanian version will prevail.</p> <p>The following Annexes are enclosed to this Contract:</p> <p>Annex 1 – Trading Offer Annex 2 – Subject Matter of the Agreement. Delivery deadlines</p> <p>This Contract was signed today, _____, at _____, in 2 (two) copies, one copy for each Party.</p> <p>BENEFICIARY By: As:</p> <p>_____</p>
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FURNIZOR:
Prin:
In calitate de:

SUPPLIER

By:

As:

Anexa 1 – Oferta Comerciala

Annex 1 – Trading Offer

Anexa 2 Obiectul Contractului. Termene de livrare	Annex 2 Subject Matter of the Agreement. Delivery deadlines
I. Marfurile ce fac obiectul Contractului	I. The Products that are the subject of this Contract
II. Specificatiile tehnice ale Marfurilor	II. Technical specifications of the Products
III. Bunuri (inclusiv orice materiale si accesorii) ce insotesc Marfurile	III. Goods (including any materials and accessories) accompanying the Products
IV. Documente (inclusiv toate certificatele si anexele) ce insotesc Marfurile	IV. Documents (including all certificates and annexes) accompanying the Products
V. Serviciile ce vor fi prestate de Furnizor in legatura cu Marfurile	V. Services to be provided by the Supplier in connection with the Products

<p>Servicii cu titlu accesoriu procurarii de echipamente tehnologice:</p> <p>(i) Instruirea personalului Beneficiarului pentru realizarea optima a montajului, exploatarii, operarii si mentenantei preventive si corective a Marfurilor achizitionate, pentru o perioada de minim 2 (doua) saptamani; de asemenea, toate materialele de intretinere si manualele fie vor fi redactate in limba romana, fie vor fi redactate intr-o limba straina, insa vor fi traduse in limba romana de catre un traducator autorizat, si vor contine toate informatiile necesare pentru montarea, manipularea, conectarea, operarea si intretinere sistemului de catre personalul autorizat al Beneficiarului;</p> <p>(ii) Remiterea intregii documentatii aferente echipamentelor achizitionate si in limba romana (manuale de montaj, manuale de exploatare etc.).</p>	<p>Services ancillary to the procurement of technological equipment:</p> <p>(i) Training of the Beneficiary's staff for the optimal implementation of the installation, exploitation, operation and preventive and corrective maintenance of the purchased Products, for a minimum period of 2 (two) weeks; also, all maintenance materials and manuals will either be written in Romanian or will be written in a foreign language, but will be translated into Romanian by an authorized translator, and will contain all the necessary information for the installation, handling, connection, operation and maintenance of the system by the Beneficiary's authorized personnel;</p> <p>(ii) Sending the entire documentation related to the purchased equipment in Romanian language as well (installation manuals, operating manuals etc.).</p>
<p>VI. Termenele de livrare</p>	<p>VI. Delivery Deadlines</p>
<p>BENEFICIAR : Prin: In calitate de:</p> <p>_____</p> <p>FURNIZOR: Prin: In calitate de:</p> <p>_____</p>	<p>BENEFICIARY: By: As:</p> <p>_____</p> <p>SUPPLIER: By: As:</p> <p>_____</p>