

<p align="center">CONTRACT DE VANZARE INTRACOMUNITARA NR ____ DIN _____</p>	<p align="center">INTRACOMMUNITY SALE AGREEMENT NO ____ AS OF _____</p>
<p>I. PARTILE CONTRACTANTE.</p> <p>1.1. SC RSL LEASING IFN SA, persoana juridica romana, organizata si functionind in conformitate cu legile din Romania, avand sediul social in Romania, Matei Basarab nr. 20, Sector 3, Bucuresti, Cod Unic de Inregistrare: RO11277520, Inregistrata sub nr. J40/11902/1998 in Registrul Comertului Bucuresti, Capital Social 231.365.000 Ron, înregistrata la Banca Naționala a României in Registrul General sub nr. RG-PJR-41-080088/2007 și in Registrul Special sub nr. RS-PJR-41-080013/2007, cont bancar nr. RO38RZBR0000060011944289 deschis in EUR la RAIFFEISEN BANK – S.M.B., COD SWIFT RZBRROBUXXX, tel./fax 021-405.19.00, reprezentata prin Dl. Ionut Chirila in calitate de Manager Departament Remarketing si Dna Tudorita Dumitrascu in calitate de Consilier Juridic, valabil imputernicit conform Hotararii Comitetului Executiv nr. 4 din data de 13.12.2011, denumita in continuare VANZATOR</p> <p>si</p> <p>2. _____ <i>[denumire societate]</i>, persoana juridica straina, organizata si functionind in conformitate cu legile din _____ <i>[se indica tara de rezidenta fiscala]</i>, cu sediul social in tara _____, orasul _____, str. _____, nr. _____, blocul _____, scara _____, etajul _____, identificata prin Codul de Inregistrare nr. _____ din Registrul Societatilor Comerciale din _____, Codul de TVA _____, avand cont bancar nr. _____ <i>[se completeaza configuratia IBAN]</i> deschis in EUR la banca _____ <i>[se completeaza denumirea bancii din tara de rezidenta fiscala a Cumparatorului]</i>, Cod SWIFT _____, reprezentata de către Dl./Dna _____ in calitate de: <input type="checkbox"/> Administrator; <input type="checkbox"/> Director General; <input type="checkbox"/> Imputernicit, <i>(se bifeaza una din cele trei variante)</i> numit in temeiul Hotararii/Imputernicirii nr. _____ din data de _____, denumita in continuare CUMPARATOR</p> <p>Partile contractante au convenit de comun acord incheierea prezentului contract, cu urmatoarele clauze contractuale:</p>	<p>I. The Parties:</p> <p>1.1. S.C. RSL LEASING IFN S.A., Romanian legal person incorporated according to the Romanian laws, having its registered office in Romania, 20 Matei Basarab, 3rd district, Bucharest, Single Registration Code RO11277520, registered at the Bucharest Register of Companies under no. J40/11902/1998, Share capital of RON 231,365,000, registered at the National Bank of Romania in the General Register and in the Special Register under no. RG-PJR-41-080088/2007 and under no. RS-PJR-41-080013/2007 respectively, EUR bank account RO38 RZBR 0000 0600 1194 4289 opened at RAIFFEISEN BANK – BUCHAREST BRANCH, Swift: RZBRROBUXXX, tel./fax 021-405.19.00, represented by Mr. Ionut Chirila as Manager Departament Remarketing and by Mrs. Tudorita Dumitrascu as Legal Adviser, validly empowered according to the ExCo Decision no. 4 of 13.12.2011, hereinafter referred to as the SELLER</p> <p>and</p> <p>2. _____ <i>[name of company]</i>, foreign legal person incorporated according to the laws of _____ <i>[specify the country of tax residence]</i>, with its registered office in the country _____, city _____, street, _____, no. _____, block _____, entrance _____, floor _____, identified by Tax Code no. _____ registered in the Register of Companies of _____, VAT number _____, bank account no. _____ <i>[specify the IBAN]</i> opened in EUR at the bank _____ <i>[specify the name of the bank in the Buyer's country of tax residence]</i>, SWIFT _____, represented by Mr. /Mrs _____ as: <input type="checkbox"/> Managing Director; <input type="checkbox"/> General Manager; <input type="checkbox"/> Proxy <i>(please check one of the three options)</i> appointed according to the Decision / Power of Attorney no. _____ of _____, hereinafter referred to as the BUYER</p> <p>The Parties agreed to conclude this Agreement, with the following _____ contractual _____ clauses:</p>
<p>II. OBIECTUL CONTRACTULUI.</p> <p>2.1. Vinzatorul vinde iar cumparatorul cumpara urmatorul bun identificat si individualizat conform elementelor de identificare de mai jos: Bun: _____ ("Bunul") Marca _____ Tipul _____ Serie sasiu _____</p>	<p>II. OBJECT OF THE AGREEMENT</p> <p>2.1. The Seller sells and the Buyer purchases the following asset identified and individualized according to the data below: Vehicle: _____ ("Vehicle") Brand _____ Type _____ Chassis series _____ Registration number _____</p>

<p>Nr. de inmatriculare: _____ Altele : _____</p> <p>2.2. Bunul se va preda/livra pe baza de Proces Verbal de Predare Primire Bun (Anexa 1), ce constituie parte integranta a prezentului contract si conform prevederilor prezentului Contract.</p> <p>2.3. Odata cu Bunul, Vanzatorul preda Cumparatorului componentele adiacente acestuia, accesoriile, titlurile si documentatia pe care Vanzatorul le detine la data predarii Bunului, asa cum sunt acestea descrise in Anexa 1 la prezentul contract.</p> <p>2.4. Cumparatorul a fost informat, intelege si este de acord cu faptul ca Bunul pe care il cumpara este unul uzat, second hand si prin urmare, in conformitate cu legea romana, face parte din categoria „produselor necesar a fi reparate sau reconditionate pentru a fi utilizate, cu conditia ca Vanzatorul sa informeze cumparatorul despre aceasta”.</p> <p>2.5. Bunul predat Cumparatorului va parasi teritoriul Romaniei cu destinatia _____ (se mentioneaza tara de destinatie).</p> <p>2.6. Toate procedurile de inmatriculare a Bunului in tara de destinatie urmeaza a fi indeplinite de Cumparator intr-un termen maxim de 30 de zile de la data livrarii, in baza documentelor primite de la Vanzator conform art. 2.3.</p> <p>2.7. Partile recunosc faptul ca prezenta vanzare a fost intermediata de Troostwijk NV, persoana juridica organizata si functionand in conformitate cu legile din Belgia, cu sediul in HEIZEL ESPLANADE 89, 1020 BRUSSEL, BELGIUM, Numar TVA: BE0417038137 (“Intermediarul”), prin intermediul site-ului de licitatii publice on line www.troostwijkauctions.com, astfel incat Cumparatorul este de acord cu plata catre Intermediar a unui comision de intermediere, conform celor de mai jos.</p>	<p>Others : _____</p> <p>2.2. The Vehicle shall be handed over/delivered on the basis of a Handover Protocol (Annex 1), representing an integrating part of this Agreement.</p> <p>2.3. The contracting parties agree that the Seller sells to the Buyer the above mentioned vehicle, including the related parts, accessories, titles and documentation held by the Seller at Vehicle Delivery Date, as these are described in Annex 1 hereto.</p> <p>2.4. The Seller has been informed, understands and agrees that the vehicle that is being purchased is used (second-hand) and consequently, according to the Romanian law, is in the category of the “products that need to be repaired or reconditioned in order to be used, with the condition that the Buyer is informed thereupon”.</p> <p>2.5. The Vehicle delivered to the Buyer will exit Romania with the destination _____ (please insert the country of destination).</p> <p>2.6. The Buyer must complete all formalities needed to register the Vehicle in the country of destination within maximum 30 days from delivery, according to the documents supplied by the Seller as per the terms of art. 2.3.</p> <p>2.7. The Parties agree that this transaction was mediated by Troostwijk NV, a Belgian company headquartered on HEIZEL ESPLANADE 89, 1020 BRUSSEL, BELGIUM, VAT number: BE0417038137 (“The Agent”) via the public auctions website www.troostwijkauctions.com, and the Buyer agrees with the Agent receiving an agency fee as stated hereinafter.</p>
<p>III. PRETUL, PLATA SI VALOAREA CONTRACTULUI</p> <p>3.1. Pretul de achizitie (“Pretul de achizitie”) convenit de parti este de _____ EUR (fara TVA). Impreuna cu Pretul de Achizitie, Cumparatorul achita Vanzatorului comisionul de intermediere de 5% net din Pretul de Achizitie colectat de Vanzator pentru Intermediarul Troostwijk NV (“Comision de intermediere”).</p> <p>3.2. Odata cu Pretul de Achizitie si Comisionul de intermediere, Cumparatorul, persoana fizica sau persoana juridica neimpozabila, se obliga sa achite Vanzatorului contravaloarea TVA in procent de 24% aplicat la Pretul de Achizitie si la Comisionul de Intermediere.</p> <p>Cumparatorul, persoana juridica impozabila se obliga sa achite Vanzatorului o Garantie (“Garantia”) echivalenta cu valoarea TVA-ului in procent de 24% aplicat la Pretul de Achizitie si la Comisionul de Intermediere, taxa (TVA) ce ar trebui calculata si retinuta</p>	<p>III. PRICE, PAYMENT AND VALUE OF THE AGREEMENT</p> <p>3.1. The Purchase Price (“Purchase Price”) agreed by the Parties is of EUR _____ (net of VAT). Besides the Purchase Price, the Buyer must pay to the Seller the agency fee of 5% net of the Purchase Price cashed in by the Seller from the Agent Troostwijk NV (“AgencyFee”).</p> <p>3.2. Besides the Purchase Price and the Agency Fee, the Buyer, whether non-taxable natural or legal person must pay to the Seller the VAT value of 24% charged on the Purchase Price and on the Agency Fee.</p> <p>The Buyer, taxable legal person, must transfer to the Seller a Deposit (“Deposit”) representing the VAT value of 24% charged on the Purchase Price and Agency Fee. The tax (VAT) should be computed and withheld by the Seller.</p>

<p>de Vanzator.</p> <p>3.3. Prin plata Garantiei mentionate la art. 3.2., alin. 2 de mai sus, Cumparatorul persoana juridica garanteaza Vanzatorului ca bunul va fi transportat in afara granitelor Romaniei si, totodata, ca va prezenta Vanzatorului pana la livrare sau in termen de maxim 30 de zile de la data livrării codul valid de TVA atribuit de autoritatile fiscale din tara de rezidenta fiscala precum si toate documentele care dovedesc transportul bunului in afara granitelor Romaniei, in forma si continutul in care aceste documente sunt solicitate de Vanzator, conform art. 4.3 de mai jos.</p> <p>3.4. Pretul de Achizitie, Comisionul de intermediere si Garantia/TVA-ul, dupa caz, se vor plati integral pana la data semnarii prezentului Contract de catre Cumparator, inclusiv. Orice alte costuri suplimentare, ca urmare a ducerii la indeplinire a prezentului contract, vor fi suportate de către Cumpărător. Aceste costuri includ cu titlu de exemplu, dar nu sunt limitate: orice impozite datorate statului de rezidenta al cumparatorului, orice taxe vamale, costuri consulare, cheltuieli de transport, taxe de asigurare și alte costuri adiționale.</p> <p>3.5. Plata Pretului de Achizitie, Comisionului de intermediere si a Garantiei/TVA-ului, dupa caz, se vor face pe baza de factura proforma emisa de Intermediar, in numele si pentru Vanzator, si comunicata Cumparatorului, prin virament bancar (<i>ordin de plata</i>), in Eur, din contul Cumparatorului deschis la o banca comerciala din tara de rezidenta fiscala a Cumparatorului, mentionat in Capitolul 1 al prezentului Contract, in contul Vanzatorului indicat in Capitolul 1 din prezentul Contract – Partile contractante.</p> <p>3.6. In termen de 2 zile lucratoare de la data incasarii integrale a acestor sume in contul sau, conform extrasului de cont emis de banca Vanzatorului, Vanzatorul va emite Cumparatorului factura/ile fiscala/e aferenta/e sumei/sumelor incasata/e.</p> <p>3.7. Comunicarea facturii/lor fiscale in original catre Cumparator va fi efectuata la data livrării Bunului catre persoana delegata sa ridice Bunul. In cazul in care bunul este ridicat/transportat de catre un transportator autorizat factura fiscala in original va fi predată acestuia pe baza unui proces verbal de predare-primire, Vanzatorul nemaiastrand din acest punct de vedere nici o obligatie fata de Cumparator.</p>	<p>3.3. By transferring the Deposit stated at art. 3.2., paragraph 2 above, the Buyer – legal person – guarantees to the Seller that the Vehicle will be transported outside the Romanian borders and that it shall produce to the Seller, by the delivery date or within maximum 30 days from the delivery date, the valid VAT registration certificate delivered by the tax bodies of the country of fiscal residence, as well as all the documents attesting the transportation of the Vehicle outside Romania, in the format and with the content requested by the Seller according to art. 4.3 hereinafter.</p> <p>3.4. The Purchase Price, the Agency Fee and the Deposit/VAT, as appropriate, will be fully paid until the signing date of this Agreement by the Buyer as well. Any additional costs, due to the carrying out of this agreement, shall be borne by the Buyer. These costs include by way of example, but not limited: all taxes due to the state of residence of the Buyer, all customs duties, costs of the consular, transport costs, insurance fees and any additional costs.</p> <p>3.5. The Purchase Price, the Agency Fee and the Deposit/VAT, as appropriate, will be transferred in EUR based on the pro forma invoice issued by the Agent, for and on behalf of the Seller, and forwarded to the Buyer, by bank transfer (Payment Order), from the Buyer’s account opened in a commercial bank in the Buyer’s country of tax residence, as stated in Chapter 1 of this Agreement, into the Seller’s account indicated at Chapter 1 of this Agreement – The Contracting Parties.</p> <p>3.6. The Seller will issue the fiscal invoice(s) for the amount(s) cashed in within 2 business days from the full crediting of these amounts onto the account or according to the statement of account released by the Seller’s banker.</p> <p>3.7. The fiscal invoice(s) in original shall be handed over to the Buyer on the delivery of the Vehicle, by the person appointed to pick up the Vehicle. If the Vehicle is collected / transported by an authorized carrier, the fiscal invoice in original shall be handed over to the latter through a Handover Protocol and the Seller shall have no other obligation towards the Buyer in this respect.</p>
<p>IV. DECLARATII SI GARANTII.</p> <p>4.1. Cumparatorul declara si garanteaza Vanzatorul, sub sanctiunea platii de daune interese:</p> <p>a) ca are deplina autoritate si capacitate juridica pentru a incheia prezentul Contract prin care se stabilesc obligatii si angajamente valabile pentru Cumparator;</p> <p>b) nu s-a intreprins nici o actiune si nu a fost introdusa, anuntata, demarata si nu se afla pe rol nicio procedura legala sau de alta natura care ar putea influenta valabilitatea sau punerea in executare a</p>	<p>IV. REPRESENTATIONS AND WARRANTIES.</p> <p>4.1. The Buyer hereby represents and warrants to the Seller, under the sanction of compensations:</p> <p>a) that it holds the authority and the legal capacity to enter into this Agreement regulating the obligations and the commitments valid for the Buyer;</p> <p>b) that no action has been undertaken or filed, communicated or initiated and that no legal proceedings or any other proceedings are currently in effect that may affect the validity or the performance of</p>

<p>prezentului Contract de catre Cumparator sau capacitatea Cumparatorului de a indeplini obligatiile care ii revin in baza prezentului contract;</p> <p>c) semnarea prezentului contract nu trebuie sa fie in prealabil autorizata de nici un organism/autoritate abilitat/a din tara Cumparatorului si nici nu contravine sau nu reprezinta o incalcare a legislatiei in vigoare din tara Cumparatorului.</p> <p>d) persoanele care semneaza prezentul Contract in numele si pe seama Cumparatorului precum si fiecare persoana care semneaza orice alt document emis in baza prezentului Contract, in numele si pe seama Cumparatorului, sunt autorizate legal si/sau valabil imputernicite in acest sens;</p> <p>e) documentele comunicate Vanzatorului conform prezentului contract sunt documente originale emise de autoritatile competente din tara de rezidenta fiscala a Cumparatorului si/sau din tara de destinatie a Bunului si/sau sunt documente originale emise de alti terti autorizati (ex, transportatori autorizati) si/sau sunt copii conforme cu documentele originale emise de autoritatile competente mentionate si/sau alti terti autorizati.</p> <p>4.2. Totodata, Cumparatorul a luat la cunostinta si accepta ca Vanzatorul are obligatia legala de a dovedi autoritatilor romane ca bunul a fost achizitionat de catre o entitate legala din cadrul comunitatii europene si ca Bunul va fi transportat in afara teritoriului Romaniei.</p> <p>4.3. In sensul prevederilor art. 4.2. de mai sus, Cumparatorul accepta, sub sanctiunea retinerii de catre Vanzator a Garantiei constituite conform art. 3.2. de mai sus cu titlul de TVA, ca trebuie sa prezinte Vanzatorului urmatoarele documente solicitate de acesta, in forma, continutul si la termenele prevazute mai jos, dupa cum urmeaza:</p> <p>1. Documente ce vor fi prezentate in copie (pe email pe adresele: l.ball@troostwijkauctions.com; troostwijk@romstal-leasing.ro) dupa data platii Bunului si anterior livrarii:</p> <p>a) Documentele prezentate mai jos sunt conditii precedente semnarii contractului de vanzare, motiv pentru care in lipsa lor sau daca acestea sunt incomplete sau neconforme, Contractul de vanzare nu va fi incheiat ("Conditii Precedente"):</p> <p>a1. pentru Cumparatorii persoane juridice:</p> <p>I. Un extras recent de la Registrul Comerțului, semnat si stampilat, care să menționeze următoarele: datele de identificare a Cumparatorului, asociații, administratorii, directorii, persoanele legal imputernicite sa semneze prezentul contract in numele si pentru Cumparator;</p> <p>II. Cartea de identitate a semnatarului prezentului Contract;</p> <p>III. procură autenticată și apostilată (daca in tara</p>	<p>this Agreement by the Buyer or the capacity of the Buyer to fulfill its obligations hereunder;</p> <p>c) the signing of this Agreement must not be authorized in advance by anybody/competent authority from the Buyer's country and is not contrary to or is not in breach of any laws applicable in the Buyer's country.</p> <p>d) The signatories of this Agreement in the name and on behalf of the Buyer, as well as any person signing any other document issued under this Agreement in the name and on behalf of the Buyer, are legally authorized and/or validly empowered to sign it;</p> <p>e) The documents forwarded to the Seller as per the Agreement are the original versions delivered by the competent bodies in the Buyer's country of tax residence and/or from the destination country of the Vehicle and/or are original documents submitted by other authorized third parties (e.g. authorized carriers) and/or are certified copies of the documents in original issued by the said competent authorities and/or other third parties authorized.</p> <p>4.2. Moreover, the Buyer acknowledges and agrees that the Seller is legally bound to prove to Romanian authorities that the Vehicle was acquired from a legal entity within the European Community borders and that the Vehicle will be transported outside Romania.</p> <p>4.3. Within the meaning of art. 4.2. above, the Buyer agrees, subject to the retention of the Deposit by the Seller as VAT, according to art. 3.2. above, that it must provide to the Seller the following documents requested by the latter, in the format, with the content and within the deadlines below, as follows:</p> <p>1. Documents to be submitted in copy (e-mailed to: l.ball@troostwijkauctions.com; troostwijk@romstal-leasing.ro) after the payment of the Vehicle and before the delivery date:</p> <p>a) Presented documents from below represents precedent conditions for signing the Sale Purchase Agreement, reason for which in their absence or if they are incomplete or incorrect, the sale purchase agreement shall not be signed ("Precedent Conditions"):</p> <p>a1. for Buyers – legal persons:</p> <p>I. A recent excerpt from the Register of Companies, signed and sealed, stating as follows: the Buyer's details, its partners, directors, authorized representatives empowered to sign this Agreement for and on behalf of the Buyer;</p> <p>II. The ID card of the signatory hereof;</p> <p>III. The Power of Attorney, authenticated and apostil</p>
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<p><i>de rezidenta fiscala a Cumparatorului este necesara apostila)</i> pentru semnatarul prezentului Contract, daca semnatarul nu este una din persoanele mentionate la art. punctul a1.I din prezentul articol;</p> <p>IV. procura (imputernicire) semnata si stampilata de semnatarul Contractului pentru persoana care va ridica vehiculul din parcul Vanzatorului, in cazul in care e alta decat semnatarul prezentului Contract. În situația în care vehiculul va fi ridicat de un transportator autorizat, procura va fi executată pe numele transportatorului;</p> <p>a2. Pentru Cumparatorii persoane fizice:</p> <p>I. Actul de identitate al Cumparatorului;</p> <p>II. Procură autenticată și apostilată (<i>daca in tara de rezidenta fiscala a Cumparatorului este necesara apostila</i>) pentru persoana care va ridica vehiculul din parcul Vanzatorului, in cazul in care e alta decat Cumparatorul persoana fizica. În situația în care vehiculul va fi ridicat de un transportator autorizat, procura va fi executată pe numele transportatorului;</p> <p>b) Prezentul Contract de vânzare completat, semnat si stampilat de Cumparator sau reprezentantul/reprezentanții Cumparatorului, conform celor de mai sus in doua exemplare originale;</p> <p>2. Documente ce vor fi prezentate la data livrării Bunului:</p> <p>a) Documentele de la art. 4.3. punctul 1, cu excepția actelor de identitate mentionate, deja furnizate in copie vor fi transmise in original la data livrării;</p> <p>b) Declarația pe propria raspundere ca bunul este transportat in afara granitelor Romaniei, completata, semnata de Cumparator sau reprezentantul / reprezentanții Cumparatorului conform celor de mai sus, si stampilata - in original;</p> <p>c) Declarația privind prevenirea spălării banilor si finantării actelor de terorism, completată, semnată si stampilata de către reprezentantul legal (<i>cu declararea pe propria răspundere a adevăratului beneficiar și a sursei fondurilor</i>) - in original.</p> <p>d) Autorizația (licența) pentru transport internațional a transportatorului -in copie;</p> <p>e) Actul de identitate al persoanei delegate sa ridice bunul/șoferului + permisul de conducere - <i>se va prezenta in original si se va retine copia conforma cu originalul;</i></p> <p>f) Exemplarul CMR nr. 1 (exemplarul Vanzătorului / Expeditorului), completat corect și citeț în fiecare rubrică, în conformitate cu Convenția CMR, Cap. III, Art. 6 – 1, completat, semnat și ștampilat de către</p>	<p>led (<i>if the Buyer's country of tax residence requires the apostil</i>), that empowers the signatory of this Agreement, if the signatory is not one of the persons listed at art., item a1.I of this Article;</p> <p>IV. The Power of Attorney (empowerment) signed and sealed by the signatory of the Agreement for the person who will pick up the Vehicle from the Seller's fleet, if other than the signatory of this Agreement. If the Vehicle is collected by an authorized carrier, then the PoA will be executed on carrier's behalf.</p> <p>a2. For Buyers – natural persons:</p> <p>I. The Buyer's ID paper;</p> <p>II. The Power of Attorney, authenticated and apostilled (<i>if the Buyer's country of tax residence requires the apostil</i>), that empowers the person who picks up the Vehicle from the Seller's fleet, if other than the Buyer natural person. If the Vehicle is collected by an authorized carrier, then the PoA will be executed on carrier's behalf;</p> <p>b) This Sale Agreement filled in, signed and sealed by the Buyer or the Buyer's representative(s) as stated above, in two original counterparts;</p> <p>2. Documents to be produced on the Vehicle delivery:</p> <p>a) The documents listed at art. 4.3., subsection 1, except for the a.m. ID papers, that are already submitted in copy, must be forwarded in original on the delivery date;</p> <p>b) The affidavit according to which the Vehicle is transported outside Romania, filled in and signed by the Buyer or the Buyer's representative(s) as stated above, as well as sealed - in original;</p> <p>c) The statement on the prevention and fight against money laundering and terrorism financing, duly filled in, signed and sealed by the authorized representative (<i>and stating the true beneficiary and the true source of the funds on own liability</i>) - in original.</p> <p>d) The Carrier's permit (license) for international transport-in copy;</p> <p>e) The ID paper of the person appointed to pick up the Vehicle / of the driver + the driving license - <i>to be submitted in original plus one certified copy to be retained;</i></p> <p>f) The first CMR copy (Seller's / Forwarder's copy), duly and legibly filled up in each column according to the CMR Convention, Chapter III, Art. 6 – 1, duly filled in, signed and sealed by the Seller/Forwarded and Carrier</p>
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<p>Vanzator/Expeditor și transportator – în original;</p> <p>3. Documente ce vor fi prezentate in termen de maximum 30 de zile de la data livrării Bunului și care atesta dovada transportării bunului în afara teritoriului României:</p> <p>A. În cazul în care Bunul este ridicat și transportat de Cumpărător personal fără a delega un transportator autorizat în acest sens vor fi prezentate:</p> <ul style="list-style-type: none"> - Dovada înmatriculării Bunului în țara de destinație, eliberată de Autoritatea locală competentă – se va prezenta în copie conformă cu originalul. - Exemplarul CMR nr. 2 (exemplarul Cumpărătorului), completat corect și citeț în fiecare rubrică, în conformitate cu Convenția CMR, Cap. III, Art. 6 – 1, semnat și ștampilat de către Expeditor (Vanzator), Transportator (= Cumpărătorul) și de Cumpărător în țara de destinație – se va prezenta în copie conformă cu originalul. <p>B. În cazul în care vehiculul este ridicat de un transportator autorizat în numele și pentru Cumpărător:</p> <ul style="list-style-type: none"> - Exemplarul CMR nr. 2 (exemplarul Cumpărătorului), completat corect și citeț în fiecare rubrică, în conformitate cu Convenția CMR, Cap. III, Art. 6 – 1, semnat și ștampilat de către expeditor (Vanzator), transportator și Cumpărător, în țara de destinație – se va prezenta în copie conformă cu originalul. <p>4.4. Documentele prevăzute la art. 4.3., punctul 1 și/sau 2 vor putea fi transmise în copie prin orice mijloc de comunicare, inclusiv email, iar în original prin intermediul persoanei delegate pentru ridicarea Bunului, la data livrării Bunului.</p> <p>Documentele prevăzute la art. 4.3, punctul 3 vor putea fi transmise prin email, fax, posta/curier, la adresa Vanzatorului: Str. Matei Basarab, nr. 20, sector 3, București, România, Cod postal 030674, cu specificatia: <i>“în atenția Departamentului Contabilitate, persoana de contact: Dna Fanuta Petre, tel. 021.405.19.00, fax. 021 323.5340, email: fanuta.petre@romstal-leasing.ro”</i>.</p> <p>4.5. Prin „copie/copii conformă/conforme cu originalul” se înțelege documentul în copie care cuprinde mențiunea „Această copie este conformă cu originalul”, urmată de numele și prenumele (scrise clar) ale persoanei care face certificarea de semnătura acesteia și de data certificării.</p> <p>Pot face certificarea fie reprezentantul legal / imputernicitul Cumpărătorului sau un angajat al Vanzatorului, în cazul în care acesta din urmă a primit exemplarul în original și a emis copia.</p> <p>4.6. Vanzatorul înțelege să ramburseze contravaloarea Garanției în contul Cumpărătorului persoana juridică</p>	<p>– in original;</p> <p>3. Documents to be submitted within no more than 30 days from delivery of the Vehicle, attesting the transportation of the Vehicle outside the Romanian borders:</p> <p>A. If the Vehicle is collected and shipped by the Buyer itself and not by an appointed carrier, the following will be produced:</p> <ul style="list-style-type: none"> - The proof of Vehicle registration in the country of destination, as delivered by the Local Authority – in certified copy. - The second CMR copy (Buyer’s copy), duly and legibly filled up in each column according to the CMR Convention, Chapter III, Art. 6 – 1, duly filled in, signed and sealed by the Forwarded (Seller) and Carrier (=Buyer) and by the Buyer in the country of destination – in certified copy. <p>B. If the Vehicle is collected by an authorized carrier for and on behalf of the Buyer:</p> <ul style="list-style-type: none"> - The second CMR copy (Buyer’s copy), duly and legibly filled up in each column according to the CMR Convention, Chapter III, Art. 6 – 1, duly filled in, signed and sealed by the Forwarded (Seller), Carrier and Buyer, in the country of destination – in certified copy. <p>4.4. The documents listed at art. 4.3., subsection 1 and/or 2 shall be forwarded in copy by any communication channel, including e-mail, as well as in original via the person appointed to pick up the Vehicle, on the Vehicle delivery date.</p> <p>The documents listed at art. 4.3, subsection 3 shall be forwarded via e-mail, fax, regular/express mail, to the Seller’s address: 20 Matei Basarab, 3rd district, Bucharest, Romania, post code 030674, marked as: <i>“To the attention of Accounting Department – Contact Point: Mrs. Fanuta Petre, phone 021.405.19.00, fax. 021 323.5340, email: fanuta.petre@romstal-leasing.ro”</i>.</p> <p>4.5. „Certified copy/copies” refers to the document in copy bearing the inscription „True to the original”, followed by the surname and name (in print letters) of the certifying person, the signature of this person and the certification date.</p> <p>The certification may be given by either the Buyer’s legal representative/proxy or by one of the Seller’s employees, provided the latter received the document in original and delivered the copy.</p> <p>4.6. The Seller understands to return the value of the Deposit into the account of the Buyer – taxable legal person</p>
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<p>impozabila (care a declarat cod valid de TVA) indicat in Capitolul I din prezentul contract in termen de 1 zi lucratoare de la data la care toate documentele, in forma mentionata la art. 4.3. de mai sus, sunt transmise de Cumparator si receptionate de Vanzator in cadrul termenelor mentionate in prezentul contract.</p> <p>4.7. Cumparatorul accepta ca, in cazurile in care Cumparatorul, persoana juridica impozabila:</p> <p>a) nu remite, total sau partial, Vanzatorului documentele necesare rambursarii Garantiei, descrise la art. 4.3. si/sau</p> <p>b) remite aceste documente intr-o alta forma decat cea mentionata la art. 4.3., si/sau</p> <p>c) remite documentele incorect/insuficient completate, semnate, stampilate nerespectand astfel dispozitiile Conventiei CMR, Cap. III, Art. 6 - 1;</p> <p>d) remite total sau partial documentele depasind termenul de 30 de zile de la data livrarii,</p> <p>e) alte situatii similare;</p> <p>Vanzatorul are dreptul sa retina in vederea colectarii pentru Statul Roman contravaloarea acelei parti din Garantie aferenta Taxei pe Valoare Adaugata (TVA) aplicata la Pretul de Achizitie si sa restituie Cumparatorului acea parte din Garantie aferenta TVA aplicata Comisionului de Intermediere.</p> <p>4.8. Prevederile art. 4.7. nu se aplica persoanelor neimpozabile si nici persoanelor fizice, in cazul acestora Vanzatorul avand obligatia legala de a colecta TVA asa cum e precizat in art. 3.2., alin. 1.</p> <p>4.9. In cazurile mentionate la art 4.7., la implinirea celor 30 de zile de la data livrarii, Vanzatorul va fi indreptatit sa storneze factura/ile fiscala/e emisa/e fara TVA si sa emita una sau mai multe facturi fiscale noi purtatoare de TVA ce vor fi comunicate Cumparatorului, persoana juridica impozabila.</p> <p>4.10. Emiterea noilor facturi fiscale conform art. 4.9. se va face astfel:</p> <p>a) in cazul Cumparatorilor care au prezentat Cod Valid de TVA (fara a prezenta documentele solicitate conform art. 4.3) - se vor emite una sau mai multe facturi fiscale noi pentru Pretul de Achizitie + Comision de Intermediere + TVA aplicabil doar la Pretul de Achizitie (<i>TVA-ul aferent Comisionului de intermediere se va returna Cumparatorului</i>).</p>	<p>(which validated the VAT number) - indicated in Chapter I of this Agreement, within 1 working day from the transmission of all documents by the Buyer in the format indicated at art. 4.3. above and by their reception by the Seller within the deadlines defined hereunder.</p> <p>4.7. The Buyer agrees that if the Buyer - taxable legal person -:</p> <p>a) Fails to submit or partially submits the documents needed to return the Deposit to the Seller, as described at art. 4.3., and/or</p> <p>b) Submits these documents in other format than stated at art. 4.3., and/or</p> <p>c) Submits the documents improperly / not sufficiently filled up, signed and sealed, thus breaching the dispositions of the CMR Convention, Chapter III, Art. 6 - 1;</p> <p>d) Totally or partially submits the documents after the expiry of 30 days from the delivery date,</p> <p>e) Other similar circumstances;</p> <p>The Seller may withhold for collection in the name of the Romanian government the value of that part of the Deposit corresponding to the Value-Added Tax (VAT) applied on the Purchase Price, and may return to the Buyer that part of the Deposit corresponding to the VAT applied on the Agency Fee.</p> <p>4.8. The dispositions of art. 4.7. shall not apply to the non-taxable legal persons and to natural persons. For the latter, the Seller has the legal obligation to withhold the VAT as stated at art. 3.2., par. 1.</p> <p>4.9. In the cases described at art 4.7., the Seller, on the celebration of 30 days after delivery, is entitled to reverse the fiscal invoice(s) issued net of VAT and to release one or several new fiscal invoice(s), including VAT, that shall be communicated to the Buyer - taxable legal person.</p> <p>4.10. The issue of the new fiscal invoices according to art. 4.9. is described below:</p> <p>a) For Buyers submitting a valid VAT registration certificate (without producing the documents requested according to art. 4.3)- one or several new fiscal invoice(s) shall be issued for the Purchase Price + Agency Fee + VAT applicable to the Purchase Price only (<i>the VAT corresponding to the Agency Fee shall be returned to the Buyer</i>).</p>
<p>V. LIVRAREA SI RECEPTIA BUNULUI.</p> <p>5.1. Predarea/Livrarea bunului de la Vanzator la Cumparator ("livrarea") se face la locul situarii bunului in momentul incheierii prezentului contract, respectiv in Sos de Centura nr. 30A, Tunari, Ilfov, Romania si la data (<i>ziua, luna, anul si ora</i>) in prealabil stabilita de Vanzator, conform procedurilor sale interne (potrivit principiului: "delivery by appointment") si comunicata Cumparatorului prin orice mijloc de comunicare (inclusiv</p>	<p>V. DELIVERY AND RECEPTION OF THE VEHICLE</p> <p>5.1. The handover/delivery of the Vehicle from the Seller to the Buyer ("the Delivery") shall take place at the location of the Vehicle on the signing date of this Agreement, namely on 30 Sos. de Centura, Tunari, Ilfov, Romania, and on the date (day, month, year and time) previously agreed by the Seller according to its internal procedures (as per the principle "delivery by appointment") notified to the Buyer by any communication channel (including by e-mail).</p>

<p>prin email).</p> <p>5.2. Cumparatorul persoana fizica se poate prezenta personal la ridicarea autovehiculului de la Vanzator sau prin imputernicit desemnat conform art. 4.3. punctul 1, a2, din prezentul contract.</p> <p>5.3. Cumparatorul persoana juridica (societate comerciala) se poate prezenta la ridicarea autovehiculului prin reprezentant legal sau imputernicit desemnat conform prevederilor art. 4.3., punctul 1, a1. din prezentul contract.</p> <p>5.4. Cumparatorul intelege si este de acord ca prezentul Contract de Vanzare reglementeaza o Vanzare Ex Works potrivit Regulilor INCOTERMS, Cumparatorul avand integral responsabilitatea preluarii Bunului de la Vanzator si transportarii acestuia in tara de destinatie cu propriile costuri si mijloace.</p>	<p>5.2. The Buyer – natural person – may come personally to pick up the vehicle from the Seller, or may delegate a proxy to do it, according to art. 4.3., subsection 1, a2 hereof.</p> <p>5.3. The Buyer – legal person (company), may pick up the vehicle by its legal representative or proxy, authorized according to art. 4.3., subsection 1, a1 hereof.</p> <p>5.4. The Buyer understands and agrees that this Agreement regulates an Ex Works Sale according to INCOTERMS and that the Buyer is fully liable for the taking over of the Vehicle from the Seller and for its transportation in the country of destination, at its costs and by its own means.</p>
<p>VI. STAREA BUNULUI VANDUT.</p> <p>6.1. Partile accepta si convin ca Bunul vandut este in proprietatea si posesia Vanzatorului, nesechestrata, si ca acest Bun se vinde in starea lui actuala, de fapt, existenta la momentul livrarii, cu anexele si accesoriile din dotare, cunoscandu-se starea si provenienta legala a acestuia, potrivit principiului "vazut-placut", Cumparatorul renuntand la dreptul sau de a formula obiectiuni sau de a pretinde orice garantii din partea Vanzatorului privitoare la viciile aparente si/sau ascunse ale Bunului.</p> <p>6.2. Cumparatorul intelege si este de acord cu faptul ca achizitioneaza un Autovehicul uzat, second hand si in consecinta la un pret mai redus decat pretul obisnuit de piata pentru acest tip de Autovehicul, negociat in considerarea acestui fapt, si ca diferenta de pret acopera toate costurile posibile viitoare ale Autovehiculului, Vanzatorul nemaifiind responsabil in viitor pentru acestea.</p> <p>6.3. Vanzatorul l-a informat pe Cumparator, iar acesta intelege, agreeaza si este constient ca Autovehiculul cumparat este unul uzat si in orice moment, in viitor, piesele sale pot ceda datorita uzurii normale a Autovehiculului.</p> <p>6.4. Acest fapt nu constituie un viciu ascuns, ci constituie doar uzura normala a Autovehiculului si a pieselor sale, pentru care Vanzatorul nu poate fi tinut raspunzator.</p> <p>6.5. Cumparatorul este constient si intelege ca Vanzatorul nu poate fi tinut responsabil pentru uzarea viitoare a Autovehiculului rezultata in principal din intretinerea sau folosirea inadecvata a Bunului de catre Cumparator, incepand cu data livrarii, inclusiv.</p>	<p>VI. STATUS OF THE SOLD VEHICLE</p> <p>6.1. The Parties accept and agree that the Sold Vehicle is in the unencumbered property and possession of the Seller and that this Vehicle is sold as is on the delivery date, with the attachments and accessories it is equipped with, being aware of its condition and legal provenance according to the principle “seen-liked”, and that the Buyer waives its right to raise objections or to claim any warranty from the Seller as to the hidden and/or apparent flaws.</p> <p>6.2. The Buyer acknowledges and agrees with the fact that he purchases a used, second-hand Vehicle, at a reduced price than the usual market price for such type of Vehicle, negotiated having in mind this fact and that the price difference covers all possible future costs that might incur in relation with the usage of the vehicle, the Seller not being responsible for such costs.</p> <p>6.3. The Seller informed the Buyer that the vehicle is used and consequently the Buyer acknowledges and understands that at any time in the future the parts may break down as a result of normal usage of the Vehicle.</p> <p>6.4. This shall qualify as normal wear and tear of the Vehicle and its part and not as a hidden flaw for which the Seller may be held responsible.</p> <p>6.5. The Buyer is aware and understands that the Seller cannot be held responsible for the future wear and tear of the Vehicle, mainly resulting from the improper maintenance or use of the Vehicle by the Buyer, starting from the delivery day included.</p>

<p>VII. EFECTELE TRANSFERULUI DREPTULUI DE PROPRIETATE.</p> <p>7.1. Partile convin ca transferul de proprietate asupra Bunului de la Vanzator la Cumparator opereaza de la data semnarii prezentului Contract de catre ambele parti si sub conditia platii integrale a Pretului, Comisionului de Intermediere si Garantiei de catre Cumparator, iar transferul posesiei asupra Bunului opereaza de la data semnarii de catre ambele parti a Procesului Verbal de Predare Primire Bun (Anexa 1).</p> <p>De la data semnarii Contractului de Vanzare si sub conditia platii Pretului, Comisionului si Garantiei de catre Cumparator, toate riscurile ce decurg din transferul dreptului de proprietate al Bunului trec in sarcina Cumparatorului.</p> <p>7.2. Cumparatorul este informat de catre Vanzator si accepta ca incepand din momentul transferului dreptului de proprietate si posesiei conform art. 7.1., este responsabil cu privire la indeplinirea conditiilor legale pentru posesia si folosinta Bunului, inclusiv utilizarea autovehiculului pe drumurile publice (autenticitate RAR, ITP, etc) si totodata suporta toate riscurile aferente, va plati toate taxele si impozitele, indeplinind toate obligatiile legale cu privire la autovehicul, incluzand aici contractul de asigurare auto obligatorie si facultativa pentru raspundere civila (RCA si CASCO), rovine, etc., Vanzatorul nemaiastrand nicio obligatie.</p> <p>7.3. Prin luarea in proprietate si in posesie a Bunului, Cumparatorul preia toate riscurile de distrugere si/sau avariere accidentala si/sau incetare a functionarii Bunului, confirmand totodata prin semnarea prezentului contract ca a luat la cunostiinta de starea tehnica actuala a Bunului second hand cumparat.</p>	<p>VII. CONSEQUENCES OF TRANSFERRING THE OWNERSHIP RIGHT</p> <p>7.1. The Parties agree that the transfer of ownership over the Vehicle from the Seller to the Buyer is effective as of the signing date hereof by both Parties and subject to the full payment of the Price, Agency Fee and Deposit by the Buyer. The transfer of the possession of the Vehicle becomes effective from the signing of the Handover Protocol by both Parties (Annex 1).</p> <p>The parties agree that from the signing date hereof and subject to the payment of the Price, all risks that derive from the transfer of ownership over the Vehicle fall with the Buyer.</p> <p>7.2. The Buyer is informed by the Seller and agrees that the Buyer, upon the transfer of ownership and possession right according to art. 7.1, is liable for the fulfillment of the legal requirements concerning the possession and operation of the Vehicle, including for its use on public roads (RAR validity, regular checks, etc). Moreover, the Purchaser shall bear all related risks, shall pay all charges and taxes, shall fulfill all the legal obligations with respect to the Vehicle, including the signing of the mandatory and optional civil liability insurance for vehicle owners (RCA and CASCO), while the Seller is released from any liability.</p> <p>7.3. By taking the vehicle into ownership and possession, the Buyer takes over all risks of destruction and/or accidental damaging and/or failure of the Vehicle. The Buyer hereby acknowledges having been informed of the current technical condition of the second-hand Vehicle bought.</p>
<p>VIII. INCETAREA CONTRACTULUI.</p> <p>8.1. Prezentul contract poate inceta de drept, fara interventia instantei, fara nici o alta formalitate cu exceptia unei simple notificari comunicate de Vanzator Cumparatorului cu 3 zile inainte de incetare, in cazurile in care:</p> <p>a) In cazul in care documentele prevazute la art. 4.3 genereaza Vanzatorului suspiciuni in legatura cu implicarea Cumparatorului si/sau a reprezentantului/imputernicitului acestuia in operatiuni de spalare de bani sau de finantare a actelor de terorism ori dovedesc ca oricare din aceste parti sunt subiecte ale sanctiunilor internationale de blocare a fondurilor;</p> <p>b) In caz de forta majora conform art.11.4 de mai jos;</p> <p>c) In cazul in care oricare din partile contractante nu isi indeplinesc, partial sau total sau isi indeplinesc in mod necorespunzator sau cu o intarziere mai mare de 30 de zile oricare din obligatiile contractuale asumate.</p>	<p>VIII. RESCISSION OF AGREEMENT.</p> <p>8.1. This Agreement may end automatically without any court intervention and formality, except for a mere notice of termination sent to the Buyer by the Seller with 3 days in advance of the termination date, in any of the circumstances below:</p> <p>a) If the documents listed at art. 4.3 raise the Seller's suspicions on the involvement of the Buyer and/or of its representative/proxy in money laundering or in the financing of terrorism or prove that any of these Parties are subject to international fund-freezing sanctions;</p> <p>b) In case of Force Majeure, as described at art.11.4 below;</p> <p>c) If any Party fails to fulfill, partially or totally or fulfils unacceptable or with delay of more than 30 days any of its contractual obligations.</p>

<p>8.2. In cazurile de rezolutiune a vanzarii prevazute la art. 8.1., la data incetarii contractului, partile sunt repuse de drept in situatia anterioara; astfel, intr-un termen de maxim 5 zile lucratoare de la data incetarii Contractului, Cumparatorul este obligat sa restituie Bunul Vanzatorului pe propriile costuri la locul de livrare prevazut in prezentul Contract (<i>daca acest Bun fusese predat inainte de rezolutiune</i>) iar Vanzatorul este obligat sa restituie Pretul, Comisionul si/sau Garantia, daca aceste sume fusesera platite de Cumparator anterior rezolutiunii.</p> <p>8.3. In cazurile de rezolutiune a vanzarii mentionate la art. 8.1. precum si daca</p> <ul style="list-style-type: none"> - orice Declaratii si Garantii ale Cumparatorului oferite Vanzatorului conform prezentului contract se dovedesc a nu fi conforme cu realitatea si aceasta este de natura a prejudicia in orice mod interesele Vanzatorului - in cazul in care Cumparatorul nu prezinta dovada inmatricularii Bunului in conformitate cu prevederile art. 2.6. si/sau dovada livrarii Bunului conform art. 4.3., punctul 3; <p>Vanzatorul poate pretinde Cumparatorului daune interese echivalente cu pierderea efectiva suferita precum si cu castigul nerealizat.</p>	<p>8.2. In all events of the cancellation of the sale transactions as stipulated at art. 8.1., the Parties are reinstated to their previous condition as of the termination date of the Agreement. Thus, the Buyer is bound, within no more than 5 business days from such termination, to return at its costs the Vehicle to the Seller at the delivery place stipulated herein (<i>unless the Vehicle is already delivered back before the termination</i>) and the Seller is bound to return the Price, the Fee and/or the Deposit if any of it are already paid by the Buyer before such termination.</p> <p>8.3. If the Agreement is terminated according to the dispositions of art. 8.1., and if</p> <ul style="list-style-type: none"> - Any Representations and Warranties of the Buyer to the Seller as per this Agreement prove to be untrue and likely to prejudice the Seller's interests in any way - The Buyer fails to submit the proof of Vehicle registration according to the dispositions of art. 2.6. and / or the proof attesting the delivery of the Vehicle according to art. 4.3., subsection 3; <p>The Seller may claim liquidated damages from the Buyer that cover the actual loss incurred, as well as the related loss of profit.</p>
<p>IX. NOTIFICARI.</p> <p>9.1. Orice notificare, preaviz, comunicare, etc. adresata de una dintre parti celeilalte este valabil indeplinita daca va fi transmisa la adresa/sediul prevazut in Capitolul 1 - Partile din prezentul contract.</p> <p>9.2. In cazul in care notificarea se face prin posta sau curier, ea va fi transmisa prin scrisoare recomandata, cu confirmare de primire (A.R.) si se considera primita de destinatar la data mentionata de oficiul postal primitor/curier pe aceasta confirmare.</p> <p>9.3. Daca notificarea se trimite prin fax (confirmat), ea se considera primita in prima zi lucratoare dupa cea in care a fost expediata.</p> <p>9.4. Prin email pot fi comunicate documente si informatii in cazurile expres prevazute in prezentul contract.</p> <p>9.5. Notificarile verbale nu se iau in considerare de nici una dintre parti, daca nu sunt confirmate prin intermediul uneia dintre modalitatile prevazute la alineatele precedente.</p>	<p>IX. NOTICES.</p> <p>9.1. Any notification, prior notice, communication and so on between the Parties, is held valid if sent to the address/premises indicated at Chapter 1 hereof - The Parties.</p> <p>9.2. If the notice is delivered by regular mail or express mail, it must be forwarded by registered letter with acknowledgment receipt and is validly received by the addressee on the date stated by the receiving post office/express mail boy on such receipt.</p> <p>9.3. If faxed (with confirmation of receipt), the notice is validly received in the first business day after the transmission day.</p> <p>9.4. The e-mail may exclusively be used to transmit documents and information in the circumstances clearly indicated herein.</p> <p>9.5. Verbal communications shall not be considered by the Parties unless confirmed by any of the means specified in the paragraphs above.</p>

<p>X. LITIGII.</p> <p>10.1. Partile declara ca au citit in integralitate prezentul contract, au inteles continutul sau in totalitate si sunt obligate la executarea sa, confirmand ca acest Contract reprezinta acordul lor de vointa si, prin urmare, reflecta vointa lor reala, actuala, liber exprimata si neviciata.</p> <p>10.2. Partile convin sa depuna toate eforturile pentru a solutiona in mod amiabil eventualele neintelegeri aparute in cursul executarii prezentului contract, in caz contrar eventualele litigii vor fi solutionate de catre instantele judecatoresti competente din Romania.</p>	<p>X. DISPUTES</p> <p>10.1. The Parties hereby state that they fully read this Agreement, understood its content and that this Agreement is binding on them. The Parties also declare that this Agreement arises from their joint consent and reflects their current, free and unrestrained will.</p> <p>10.2. The Parties undertake to make all necessary efforts in order to amicably settle any dispute arising during the performance of this Agreement. If such amicable settlement fails, the disputes shall be settled by the Romanian courts of jurisdiction.</p>
<p>XI. FORTA MAJORA.</p> <p>11.1. Forta majora trebuie confirmata de catre o autoritate competenta din tara partii care invoca cazul de forta majora.</p> <p>11.2. Partea care invoca forta majora are obligatia de a notifica cealalta parte transmitand acesteia in 3 zile de la data aparitiei certificatului de forta majora in original emis de autoritatea compententa si de a lua masuri in scopul limitarii efectelor ei.</p> <p>11.3. Daca forta majora a fost notificata celeilalte parti conform art. 11.2., executarea contractului va fi suspendata pe durata actiunii cauzelor de forta majora.</p> <p>11.4. Daca situatia de forta majora dureaza sau este estimata ca va dura o perioada mai lunga de 60 zile, partile pot notifica rezolutiunea contractului conform prezentului contract.</p>	<p>XI. FORCE MAJEURE.</p> <p>11.1. The occurrence of the Force Majeure must be certified by an authority with jurisdiction in the country of the invoking Party.</p> <p>11.2. The invoking Party is bound to notify the other Party by sending the certificate of Force Majeure delivered in original by the competent authority within 3 days from the occurrence of the event, and to take the required steps in order to mitigate its impact.</p> <p>11.3. If the Force Majeure is notified to the other Party according to art. 11.2., the performance of the Agreement shall be suspended for as long as the Force Majeure lasts.</p> <p>11.4. If the Force Majeure event lasts or is likely to last for more than 60 days, the Parties may notify one another on the termination of this Agreement according to its terms.</p>
<p>XII. DISPOZITII SPECIALE.</p> <p>12.1. Nici una dintre părți nu poate dezvălui vreuna dintre informațiile confidențiale obținute de la cealaltă parte nici unui terț, cu excepția situației în care cealalta parte consimte în prealabil sau cu exceptia situatie in care, potrivit legii in vigoare, o parte este obligata sa dezvaluie astfel de informatii.</p> <p>12.2. Partile declara ca au avut libertatea de a negocia si/sau au negociat prevederile prezentului Contract anterior semnarii lui.</p>	<p>XII. SPECIAL DISPOSITIONS.</p> <p>12.1. Neither Party is allowed to disclose any of the confidential information provided by the other Party to the third parties, except when the other Party gives its prior consent upon it or when one Party is bound by the current laws to disclose such information.</p> <p>12.2. The Parties state that they had the freedom to negotiate and/or that they negotiated the dispositions of this Agreement before signing it.</p>
<p>Prezentul contract s-a incheiat azi [redacted], in limba romana si engleza, cunoscute de partile semnatare, in doua exemplare originale, ambele avand forta juridica egala, unul pentru Vanzator si unul pentru Cumparator.</p> <p>In cazul in care vor exista neconcordanțe între varianta in limba romana si varianta in limba engleza, varianta in limba romana va prevala.</p>	<p>This Agreement was concluded on this day, [redacted] both in the Romanian and in the English languages that the Parties know, in two original counterparts of even legal power, one for the Seller and one for the Buyer.</p> <p>In case of discrepancies between the Romanian and the English version, the Romanian version shall prevail.</p>
<p>VANZATOR/SELLER, S.C. RSL Leasing IFN S.A.</p>	<p>CUMPARATOR/BUYER,</p>

