# Product supply contract

## "AoIP transport electronic communications equipment"

## No ._____ data_____

**1. The Contracting Parties**

**NATIONAL RADIOCOMMUNICATION SOCIETY,** based in Bucharest, Şos. Olteniţei no. 103, sector 4, postal code 041303, telephone: 031.500.3001, fax: 031.500.3013, registered at the Trade Register Office under number J40 / 7677/1998, CIF RO 10881986, IBAN account no. RO64 RNCB 0082 0435 6984 0003, opened at BCR - Unirea Branch, represented by Eugen BRAD, having the position of General Manager, as **purchaser**, on the one hand,

and

....., headquartered in ....., telephone ...., fax: ....., no. Reg. Com… .., CUI RO… .., the account …… opened at ……., Legally represented by the Administrator ……, as a **supplier**, on the other hand;

have agreed to conclude this contract.

**1. Definitions**

1.1. In this contract the following terms will be interpreted as follows:

**a. contract** - this contract and all its annexes, representing the public procurement contract, for consideration concluded between the contracting authority, National Radiocommunication Society as a purchaser and …… as a supplier, having as its object the supply of products and services;

**b. purchaser and supplier** - the contracting parties, as they are named in this contract;

**c. the contract price** - the price payable to the supplier by the purchaser, based on the contract, for the full and corresponding fulfillment of all the obligations assumed by the contract;

**d. products** - equipment, any other goods, included in the annexes to this contract, which the supplier undertakes, by contract, to supply to the purchaser;

**e. services** - services related to the delivery of products, respectively activities related to the supply of products, such as transport, insurance, technical assistance during the warranty period, schooling and any other such obligations incumbent on the supplier by contract;

**f. quantitative reception** - the quantitative reception of the products delivered to the final destination, following which the report of quantitative reception is drawn up;

**g. final destination** - the place where the supplier has the obligation to supply the products;

**h. factory acceptance services (FAT)** - the reception of the equipment performed in the factory, following which the factory acceptance report is drawn up;

**i. i. commissionaire services and on-site commissioning services** - the Supplier's operation of checking / supervising the installation works performed by the Purchaser and configuring the equipment in preparation for the acceptance, in the locations of Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni;

**j. on-site acceptance services (SAT)** - performing operation tests in the required parameters, following which the acceptance report is drawn up in the locations of Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni;

**k. origin** - the place where the products were made, manufactured. Products are manufactured when the process of major, essential manufacturing or assembly of the components results in a new, commercially recognized product which is different in its basic characteristics, purpose or utility from its components. The origin of the products and services may be distinct from the nationality of the supplier;

**l. the commercial delivery terms** will be interpreted according to INCOTERMS 2010 - International Chamber of Commerce (ICC);

**m. equipment installation** - the installation process, according to the instructions sent by the supplier;

**n. partial delivery** - represents a staged delivery of products of the products from Annex no. 1 - List of equipment, services with quantities and prices;

**o. force majeure** - is a circumstance of external origin, extraordinary, absolutely unpredictable and inevitable, which is beyond the control of any party, which is not due to their fault or guilt, and which makes it impossible to execute and fulfill the contract; such events are considered: wars, revolutions, fires, floods or any other natural catastrophes, restrictions arising from a quarantine, embargo, the enumeration is not exhaustive, but enunciative. An event similar to the above is not considered force majeure which, without creating an impossibility of execution, makes the execution of the obligations of one of the parties extremely expensive;

**p. day** - calendar day; year - 365 days;

**q. hidden defects** - defects or deficiencies of the delivered products or services provided, which existed at the time of receipt of the product, were not known to the purchaser and could not be discovered by him by ordinary means of verification or receipt and make the product unusable according to its purpose or that the use is so reduced that it can be assumed that the purchaser would not have contracted or paid the same price if he had known them ;

**r. packing list** - the inventory of products contained in each package and which must contain at least the name of the product / subassembly and the number of pieces;

**s. software** - means any computer program, software module or software package or any part thereof in binary object code format;

**t. licensed software** - software product licensed by the Contractor to the Supplier and provided in object code format within this Agreement;

**u. Supplier's intellectual property right** - all patents, including patent rights granted following any application for reissue, division, continuation or partial continuation, filed on or after the date of

signing the contract, utility models issued or in progress, rights over drawing or registered model, unregistered model, belonging to the supplier (including software copyrights in any code), registered, unregistered trademarks, belonging to the supplier, proprietary trade secrets and proprietary notices, works for semiconductor devices, and any other similar or industrial rights similar, as well as applications for any of the above rights;

**v. AoIP transport equipment** - **equipment type: audio** encoder, audio decoder, audio splitter, audio switch, according to Annex 1 and specifications book;

**w. location** - location of the Supplier where AoIP transport equipment is installed;

**x. schooling services** - professional training services for the installation, configuration and maintenance of AoIP transport equipment

**y. AoIP (Audio over IP)** - represents the distribution of the digital audio signal over an IP / MPLS network using one of the multicast / unicast / multi-unicast protocols.

**3. Interpretation**

3.1. In this contract, unless otherwise provided, words in the singular form shall include the plural form and vice versa, where permitted by the context.

3.2. The term "day" or "days" or any reference to days means calendar days, unless otherwise specified.

3.3. The nullity of a clause or part of a contractual clause will not affect the whole article or all the clauses, the contract will be interpreted and applied for the purpose of producing legal effects.

**4. Object of the contract**

4.1. The supplier undertakes to deliver AoIP transport equipment and accessories, in accordance with Annex 1 and to provide all related services, recorded in this contract, respectively, factory acceptance services and commissionaire services, commissioning and on-site acceptance, as well as on-site schooling services.

4.2. For the locations: Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni, the Supplier will perform commissionaire services, commissioning and on-site acceptance services, as well as on-site schooling services.

4.3. The Supplier will deliver the products to all locations as set forth in this contract, and the Purchaser will install the products himself.

4.4. The supplier will provide the following categories of services:

- factory acceptance services,

- commissionaire services, commissioning and acceptance services in the locations: Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni,

- schooling services in the locations: Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni.

**5. Duration of the contract**

5.1. The duration of this contract is 24 months from its signing by both contracting parties and the presentation of the performance guarantee. Ultraactivates the technical guarantee given by the equipment Supplier to the contract, with the period provided in this contract.

**6. Entry into force of the contract**

6.1. This contract enters into force after the cumulative fulfillment of the two conditions, its signing by both contracting parties and the original presentation of the performance guarantee within a maximum of 10 working days from the signing of the contract.

**7. Contract price**

7.1. The price agreed for the fulfillment of the contract, respectively the price of the delivered products and the rendered services, payable to the supplier by the purchaser, is of .. .lei / euro, to which is added VAT. …… lei, according to Annex no. 1.

7.2. The contract price is firm and cannot be changed for the duration of this contract. The purchaser will not be additionally or incidentally obliged to bear any other additional costs or prices for the costs of transport, accommodation, customs, other taxes, duties and commissions, any taxes resulting from double taxation or other treaties, neither at the signing nor during the contract, all of which are the responsibility of the Supplier.

7.3. Invoices may be issued only after the prerequisite has been met, namely, the signing of the minutes/reports of quantitative acceptance or the signing of the minutes/reports of the provision of services, as the case may be, factory acceptance or commissionaire services, commissioning and acceptance, plus schooling services, as appropriate.

**8. Method of payment**

8.1. The payment of the delivered products and of the services provided according to art.4.1., is made in lei / euro, by bank transfer to the supplier's account, within maximum 30 days:

a) from the signing of each minutes/report of receipt of commissionaire services, commissioning, acceptance and on-site schooling, for the services in the locations of Studio SRR Bucharest, Bucharest Herastrau, Cluj Feleac, Iasi Pietrăria and Timisoara Urseni, based on the supplier's invoice, invoice which can be issued only after signing the minutes/reports of quantitative acceptance of products and in accordance with the schedule of deliveries and execution;

b) from the signing of the minutes/reports of quantitative acceptance of the products (Annex 6), of all the products delivered in one phase, included in Annex 1;

c) from the signing of the test acceptance report in the factory, based on the supplier's invoice and in accordance with the delivery and execution schedule.

8.2. Partial payments are accepted, the payment of the delivered products being made after signing all the minutes of reception of the equipment in a phase, respectively that of the services provided being made after signing each acceptance report, according to article 8.1., without being considered partial deliveries and the delivery of a partial number of products out of a total required at a given location. Only the full delivery of products for one site and the provision of services in full for each site are accepted. Invoices will not be issued if the Purchaser has objections to the delivery of the products or

the provision of services. Only after their remediation and the signing of the minutes will it be possible to issue the invoice.

8.3. The payment is considered made and the Purchaser released from obligations at the time of crediting the Supplier's account, if the payment details are those stipulated in the contract and within the established deadlines.

8.4. Invoices are drawn up in lei, at the lei / euro exchange rate on the day the invoice is issued. If the Supplier is a legal entity outside the territory of Romania, the invoices can also be drawn up in euro, following the applicable legal regulations in force.

**9. Contract documents**

9.1. The contract documents are:

a) Annex no.1 - List of equipment, services with quantities and prices - containing unit and total prices for products and price for labor / service / services;
b) Annex no.2 – Specifications book;
c) Annex no.3 - Technical and financial proposal;
d) Annex no. 4 - Delivery and execution schedule;
e) Annex no. 5 - Guarantee of good execution;
f) Annex no.6 - Quantitative acceptance report form;
g) Annex no.7 - The commission, commissioning and site acceptance report form;
h) Annex no. 8 - Matrix of responsibilities;
i) Annex no.9 - Addresses for equipment delivery and distribution on warehouses;
j) Annex no. 10 - Factory acceptance report form;
k) Annex no.11- On-site schooling report form;
l) Annex no. 12 - Subcontracting contracts (as the case may be);
m) Annex no. 13 - Association agreement (as the case may be);
n) Annex no. 14 - List of subcontractors, with their recognition data (as the case may be);
o) Annex no.15 - Supporting third party commitment (as the case may be).

**10. Obligations of the Supplier**

10.1. The supplier undertakes to deliver the products to the standards and performances presented in his technical proposal.

10.2. The supplier undertakes to deliver the products to the addresses specified in Annex no.9.

10.3. The Supplier has the obligation to fulfill the supply contract within the time periods agreed in this contract in accordance with Annex no. 4.

10.4. The supplier undertakes to indemnify the purchaser against any:

a) complaints and legal actions, resulting from the infringement of intellectual property rights (patents, names, trademarks, etc.), related to the equipment, materials, installations or machinery used for or in connection with the purchased products; and
b) damages, costs, fees and expenses of any kind, related to the situations provided in point a) above, except for the situation in which such a violation results from the observance of the specifications prepared by the purchaser.

10.5. The supplier undertakes to notify the purchaser, at least 20 days in advance, about the commencement date of the commissioning services, commissioning, acceptance and on-site schooling services.

10.6. For the factory acceptance tests, the supplier undertakes to ensure the travel of the purchaser's specialists at his expense, at no additional cost from the Supplier (air tickets, accommodation, meals, insurance, local transport) to the location where these services will take place, according the technical and financial proposal of the supplier. In this regard, the Supplier will notify the Purchaser of the period of conducting the factory acceptance tests at least 10 days before the start date. If the Supplier does not fulfill its obligations under this article, it will pay penalties of 0.1% per day of delay from the value of the service not provided, penalties calculated from the date on which the service was to be performed until the date on which it will fulfill the contractual obligation to provide the service indicated above.

10.7. The supplier shall be required to provide, explicitly for the locations specified in Article 8.1a), through his authorized representative, commissionaire services, commissioning, acceptance and on-site schooling services. The supplier shall provide the apparatus and accessories necessary for performing the on site acceptance tests for the sites referred to in Article 8.1a). In order to avoid any doubt, any services regarding the equipment delivered by the Supplier, but which should not be installed on the locations specified in Article 8.1a), are the obligation and responsibility of the Purchaser.

10.8. The supplier, through its authorized representative, will certify the installation and will sign the minutes of commissionaire services, acceptance and on-site schooling services, for the delivered and tested products, in the locations mentioned in art. 8.1 a).

10.9. The supplier undertakes to make available to the purchaser all the information in his possession, relating to drawings, plans, instructions and other documents, in order to ensure an optimal installation of the equipment on site.

10.10. The supplier undertakes to nominate a contact person, who will ensure communication on his part in relation to the purchaser.

10.11. The Supplier undertakes to comply with the matrix of responsibilities in accordance with Annex no. 8.

10.12. For any unfulfilled contractual and legal obligation, the Supplier may owe penalties of 0.1% per day of delay calculated from the date on which it had to fulfill its contractual obligations / is, by right, put on delay and until the date on which it performs its contractual obligations.

**11. Obligations of the Purchaser**

11.1. The purchaser undertakes to receive the products quantitatively within 14 days from their delivery, according to the delivery schedules, and to conclude a report of quantitative acceptance. If the supplier delivers the products at dates prior to the delivery schedule, all the terms of the actions set out in the delivery schedules as mandatory remain unchanged.

11.2. The purchaser undertakes to pay to the Supplier the price of the products, according to the provisions of art. 7 and art. 8. of this contract. If the Purchaser does not issue / sign a report of

quantitative acceptance within the term provided in art. 11.1, the Supplier has the right to issue the invoice, and the Purchaser undertakes to make the payment within the term provided in article 8.1, calculated from the expiration date of the term for issuing the quantitative acceptance report.

11.3. The purchaser has the obligation to notify the Supplier, in writing, at least 5 days before the date announced by the Supplier, according to art. 10.6, the list containing the names and identification data of the persons who will participate in the performance acceptance tests in the factory.

11.4. The purchaser undertakes to carry out the equipment installation operations in the locations of SRR Bucharest, Bucharest Herăstrău, Cluj Fleac, Iași Pietrăria and Timișoara Urseni, within a maximum of 30 days from the receipt of the equipment (Phase 1 for Studio SRR Bucharest and Timișoara Urseni, Phase 2 for Bucharest Herăstrău, Cluj Feleac and Iași Pietrăria).

11.5. The purchaser undertakes to notify the supplier, at least 20 days in advance, of the date of commencement of commissionaire services and acceptance services in the locations of Studio SRR Bucharest, Bucharest Herăstrău, Cluj Fleac, Iași Pietrăria and Timișoara Urseni, and of the schooling services, all these services being performed for each location at once and not separately.

11.6. The purchaser undertakes to participate in the on-site acceptance carried out by the supplier's representatives and to draw up a report on the provision of all services for each individual location, referred to in Article 8.1. letter (a), according to Annex 7, which will be signed by both contracting parties.

11.7. The purchaser undertakes to nominate a contact person, who will ensure communication on his part in relation to the supplier.

11.8. The purchaser undertakes to comply with the matrix of responsibilities in accordance with Annex no.8.

**12. Sanctions for culpable non-fulfillment of obligations**

12.1. If the supplier fails to fulfill its obligations, then the purchaser has the right to charge penalties of 0.1% of the value of undelivered / unrepaired / unreplaced products and / or services not rendered, per day of delay, until the fulfillment of obligations.

12.2. If the purchaser does not honor the payment obligations within the term mentioned in this contract, then the supplier has the right to receive, as penalties, an amount equivalent to 0.1% of the non-payment made for each day of delay, but without exceeding the value of the unpaid payment.

12.3. Failure to comply with the deadline for delivery of products / provision of services more than 60 days above the contractual term to which the obligation was to be provided, entitles the purchaser to consider the contract terminated, without the intervention of the court and without other formality, with the communication of a simple notifications before and to claim the payment of damages-moratoriums under art. 1536 in conjunction with the provisions of art. 1538 paragraph (4) of the Civil Code.

12.4. The contractual liability of each of the Parties for the damages created by non-compliance with the contractual provisions may be requested from the other party, with the proof of the damages created, without the upper value limit.

12.5. The contractual liability of each of the Parties for the loss of profit and unrealized gain, as well as for indirect and subsequent damages, caused by non-compliance with the contractual provisions may be claimed with proof of the issues invoked.

12.6. Throughout the warranty period of the products, respectively 48 months from their receipt, National Radiocommunication Society has the right to charge penalties in case of non-repair of the defect or non-replacement of the defective products, according to art.17.7.

**13. Guarantee of good execution of the contract**

13.1. The supplier undertakes to constitute the guarantee of good execution of the contract in the amount of .....% of the value of the contract without VAT, representing .....… lei / euro, within 10 working days from signing the contract.

13.2. The guarantee of good execution of the contract will be constituted by bank transfer to the IBAN lei account no. RO64 RNCB 0082 0435 6984 0003 or in the euro account RO21 RNCB 0082 0435 6984 0001, opened at BCR - Unirea Branch, BCR Swift Code - RNCBROBU, BIC: RNCB, opened at BCR - Unirea Branch, or through a guarantee instrument issued under the law by a banking company or an insurance company.

13.3. The non-establishment of the performance guarantee within 10 working days from the signing of the contract, attracts the termination of the contract, without delay, without the intervention of the court and without fulfilling any other prior formality; the resolution operates from the simple fact of non-execution, as provided by art. 1553 Civil Code.

13.4. The purchaser has the right to issue claims on the performance guarantee, within the limit of the damage created, if the supplier does not properly fulfill its obligations under this contract. Prior to issuing a claim on the performance guarantee, the purchaser has the obligation to notify this to the supplier, specifying at the same time the obligations that have not been complied with.

13.5. The purchaser undertakes to return the performance guarantee after fulfilling all the contractual obligations of the Supplier, respectively in maximum 14 days from the date of signing the last on-site acceptance report and the last quantitative acceptance report.

13.6. The technical guarantee of the products is distinct from the guarantee of good execution of the contract.

**14. Reception, inspections and tests**

14.1. The purchaser has the right to inspect and / or test the equipment to verify its compliance with the technical specifications in the supplier's technical proposal and the specifications book, which are an integral part of this contract.

14.2. (1) The acceptance tests will take place in the manufacturer's factory, within 29 days from the date of signing the contract, in accordance with the requirements of the specifications book. Following the tests, Annex 10 - Factory acceptance report form will be concluded, which will be signed by the authorized representatives of both parties.

(2) The commissionaire action, commissioning, acceptance and schooling in the purchaser’s locations will be done for the equipment installed in the locations of Studio SRR Bucharest, Bucharest

Herastrau, Cluj Fleac, Iasi Pietrăria and Timișoara Urseni. At the end of the provision of services, a report will be concluded on the reception of the commissionaire services, commissioning, acceptance and on-site schooling services, which will be signed by the authorized representatives of both parties.

14.3. (1) Following the quantitative acceptance of the transport equipment at the final destination, a quantitative acceptance report shall be concluded, within a maximum of 14 days from the delivery of the products, according to the delivery schedules. If no quantitative acceptance report has been signed by the Purchaser on time without any fault of the Supplier, then the related Products will be considered as received and it will be considered that the quantitative acceptance report has been signed. If the Purchaser has put the products into operation, the applicable Products will be considered accepted.

(2) Signing of Annex no. 6 - Quantitative acceptance report form, is not mandatory for the Supplier according to the provisions of art.16.3 of the contract.

(3) Any discrepancy and / or malfunction of the equipment found upon quantitative acceptance or subsequent acceptance at the site, as a result of damage to the packaging or physical integrity of a package (s) through the fault of the supplier, will be remedied by the supplier within 30 days form the notification of the purchaser, at no additional cost to the purchaser.

(4) Any malfunction of the equipment found upon acceptance will be remedied by the supplier within a maximum of 30 days from the notification of the purchaser, at no additional cost to the purchaser.

14.4. (1) The date of concluding the minutes/reports of commissionaire services, commissioning, acceptance and on-site schooling services will represent the date from which the warranty for the equipment delivered to the locations of SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni will start.

(2) The date of conclusion of the quantitative acceptance report shall represent the date from which the equipment warranty will take place. Exceptions are the equipment delivered in the locations of Studio SRR București, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni, for which the provisions of point 14.4 (1) will be observed.

14.5. If any of the equipment inspected or tested, both in the factory and on site (including equipment inspected or tested at quantitative acceptance) does not meet the technical specifications specified in the specifications book, the purchaser has the right to reject it and the supplier has the obligation, within 30 days from the notification of the purchaser, without changing the contract price:

- to replace the rejected products; or

- to make all necessary modifications to ensure that the equipment meets their technical specifications.

14.6. The purchaser's right to inspect, test and, if necessary, to reject will not be limited or postponed due to the fact that the equipment has been inspected and tested by the supplier, prior to their delivery to the final destination.

14.7. All acceptance minutes/reports will be signed within a maximum of 2 working days, after the successful completion of the commissionaire action, commissioning, acceptance and on site schooling.

14.8. If none of the minutes/reports of commissionaire services, commissioning, acceptance and on-site schooling have been signed on time by the Purchaser without any fault of the Supplier, then the

related Products will be considered as received and will be considered that the minutes/reports of commissionaire services, commissioning, acceptance and on-site schooling have been signed. If the Purchaser has put products into operation, the applicable products will be considered accepted.

**15. Packing and marking**

15.1. (1) The supplier has the obligation to pack the products so that they can withstand, without limitation, the harsh handling during transport, transit and exposure to extreme temperatures, sun and precipitation that may occur during transport and storage in outdoors, so as to reach the final destination in good condition.

(2) In the case of packing weights and volumes in boxes, the supplier shall take into account, where appropriate, the distance to the final destination of the products and the absence of heavy handling facilities at all points of transit.

15.2. The products are marked and packaged according to the provisions of the manufacturer's standards, on each location.

15.3. A label will be displayed in a visible place on each package, which will contain the following identification data:

- Type of equipment contained,

- Location of destination,

- Packing list for each package,

If a category of equipment is contained in several packages, the supplier must highlight this and make the correlation between these packages. (eg by numbering them).

15.4. All packaging materials of the products, as well as all materials necessary for the protection of packages (wooden pallets, protective sheets, etc.) remain the property of the purchaser.

**16. The delivery and the accompanying documents of the products**

16.1. The supplier has the obligation to fully deliver the products, in conditions of delivery DDP location of the purchaser, according to INCOTERMS 2010, to the addresses specified in Annex no. 9 and according to the delivery and execution schedule. The Supplier will retain ownership of the products until full payment is received by the Supplier. The title deed of the Software and Documentation will remain with the Supplier.

16.2. (1) The supplier has the obligation to communicate to the purchaser, in writing, 5 days before the shipment of the products, the shipping dates, the description of the products, the quantity.

(2) Partial deliveries of the products from Annex no. 1 are accepted, in accordance with the provisions of art. 8.2.

(3) The supplier shall send to the purchaser the following documents, which must accompany the products:

a. the invoice issued by the supplier, including the delivered products, quantity, unit price, total price;

b. the list of products contained in each package (Packing list);

c. quality certificate;

d. warranty certificate;

e. transport document (car, air, etc.);

f. the document with the measurements of technical indices made in the factory;

g. instructions and other documents, necessary for the optimal installation of the products on site;

h. the technical documentation of the product in English and / or Romanian;

i. certificate of origin of the products.

16.3. The certification by the purchaser of the fact that the products have been partially or totally delivered is made after the quantitative acceptance of the products, by mentioning it in the reception report.

16.4. The delivery of the products is considered completed when the quantitative acceptance of the products is carried out without objections for each location. The date of concluding the deliveries has no impact on the payment terms stipulated in art. 8.1.

**17. Product warranty**

17.1. The supplier will supply the necessary spare parts free of charge, for the entire duration of the warranty, so that the delivered equipment will operate at the parameters established in the specifications book and in the technical proposal of the supplier.

17.2. During the technical guarantee period provided in art. 17.5, the supplier undertakes to replace at his expense all defective parts and subassemblies and caused by: manufacture, packaging, transport (in the same condition of delivery provided in the contract), except for those equipment or subassemblies that have been damaged due to improper operation or poor storage conditions or modifications made to the equipment by the purchaser, without the approval of the supplier.

17.3. The supplier undertakes to ensure, at the request of the purchaser and at a reasonable price, the spare parts, materials and subassemblies necessary for the proper functioning of the delivered equipment, for a period of 10 years from the end of the contract. If during the 10 years, certain spare parts are no longer produced, the supplier has the task to procure for the purchaser the equivalent spare parts, at current and reasonable prices, practiced on the market and accepted by the purchaser.

17.4. (1) The supplier has the obligation to guarantee that the products supplied at the time of the offer, by contract, are new, unused, of the latest generation and incorporate all the recent improvements in the design and structure of the materials.

(2) The supplier has the obligation to guarantee that all the products supplied at the time of the offer, by contract will not have any defect as a result of the project, materials or workmanship or any other action or omission of the supplier.

(3) The supplier guarantees that they will operate normally at the parameters specified in the technical proposal of the supplier and there will be no difference between the products tested in the factory and those delivered and installed by the purchaser on site.

17.5. (1) The warranty period granted to the products by the supplier is 48 months.

(2) The warranty period for the equipment installed in the locations of Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni begins with the date of signing the on site acceptance minutes/report.

(3) The warranty period for the other equipment delivered in this contract, begins with the date of signing the report of quantitative acceptance according to Annex no. 6.

(4) The warranty period of the products with improper operation as mentioned in art.14.4 (4), will start from the date of return to normal operation of the equipment.

17.6. The purchaser has the right to notify the Supplier, in writing, of any defect that occurs in the operation of the products during the warranty period.

17.7. (1) Upon receipt of such notification, the supplier has the obligation to remedy the defect or to replace the product within a maximum of 30 days, at no additional cost to the purchaser.

(2) Products which, during the warranty period, replace the defective ones, as well as the repaired products, benefit from an extension of the warranty period with the period of unavailability of the equipment.

(3) If the supplier, after being notified, does not remedy the defect or does not replace the product within the term stipulated in paragraph (1), the purchaser has the right to charge penalties in the amount of 2% per day of the value of the product for each day of delay.

17.8. If the Supplier, after being notified, fails to remedy the defect within the agreed period, the purchaser has the right to take remedial measures at the risk and expense of the supplier and without prejudice to any other rights that the purchaser may have towards the supplier by contract.

17.9. This warranty does not apply to Products that are not used and maintained in accordance with the documents, information, recommendations and training provided by the Supplier under this contract.

**18. Services**

18.1. In addition to the actual supply of the products, the supplier has the obligation to provide factory acceptance services and commissionaire services, commissioning, acceptance and on-site training services according to the delivery schedule and the requirements of the specifications book. The equipment commissioning services consist in the configuration and setting of the equipment provided for the locations of Studio SRR Bucharest, Bucharest Herăstrău, Cluj Feleac, Iași Pietrăria and Timișoara Urseni.

18.2. Commissionaire action, commissioning, acceptance and on-site schooling will be provided by the authorized representatives of the Supplier together with the authorized representatives of the purchaser.

18.3 The authorized representatives of the supplier will certify the installation of the equipment by the Purchaser's representatives and will sign the Minutes of commissionaire services, commissioning, acceptance and schooling services on site together with the authorized representatives of the

purchaser, in the locations of Bucharest SRR, Bucharest Herastrau, Iasi Pietrăria and Timişoara Urseni.

**19. Amendments**

19.1. Any modification of the provisions of this contract may be made only on the basis of the agreement of the contracting parties, freely expressed and in writing, by concluding an additional act.

19.2. The contracting parties have the right, during the performance of the contract, to agree to modify the clauses of the contract by an additional act.

**20. Delays in the fulfillment of the contract**

20.1. The supplier has the obligation to respect the delivery schedule of the contract.

20.2. If, as an exception, during the performance of the contract, the supplier does not respect the time periods, respectively the delivery deadlines, then he has the obligation to notify the purchaser at least 20 days before the due date.

20.3. The modification of the delivery periods, assumed in the present contract, will be made with the agreement of the parties, by additional act, as the case may be.

20.4. Unless the purchaser agrees to an extension of the delivery term, any delay in fulfilling the contract entitles the purchaser to request penalties from the Supplier according to art. 12.

**21. Other aspects of the contract**

21.1. The Supplier has the obligation not to transfer in whole or in part its obligations assumed by the contract, under the sanction of the absolute nullity of the partial and / or total cession contract.

21.2. The supplier may assign his right to collect the value of the delivered products, under the conditions provided by the provisions of the Civil Code.

21.3. Requests for payment to third parties can be honored only after the operation of an assignment under the conditions of art. 21.2, with prior notification to the Supplier.

21.4. The possible merger or division procedures of the Supplier that could take place during the performance of the present contract, will be performed only with the prior written consent of the Purchaser.

**22. Termination of the contract**

22.1. This contract terminates by right:

a. By reaching the deadline and fulfilling all obligations;

b. Before the deadline by the agreement of the parties;

c. By termination by the purchaser as a result of non-compliance with the deadline for delivery of products / provision of services by more than 60 days calculated from the due date / fulfillment of the contractual obligation, giving a 10 days prior notification by the purchaser to the supplier;

d. Unilateral termination of the contract by any of the parties, in case of bankruptcy, liquidation and dissolution, under the conditions provided by art. 123 of the Insolvency Law, with a prior notice of 30 days;

e. By termination by the Supplier as a result of non-compliance with the deadline for payment of invoices by more than 60 days, with 10 days prior notice by the Supplier to the Purchaser.

22.2. The purchaser reserves the right to unilaterally terminate the procurement contract, within a maximum of 30 days from the occurrence of exceptional circumstances, circumstances which were not and could not be foreseen at the date of conclusion of the contract and which lead to changes in contractual clauses in to the extent that its performance would be excessively onerous and manifestly unfair, or the like, as the case may be.

22.3. Termination of the contract will have no effect on the obligations already due between the parties. The price of the products and services that have already been delivered at the time of communication of the unilateral termination notification by the Purchaser and that meet the contractual requirements will be paid by the Purchaser in accordance with the provisions of the contract.

22.4. The purchaser does not assume the contractual risk according to the provisions of art.1271 paragraph 3 of the Civil Code.

**23. Force majeure**

23.1. Force majeure is established by a competent authority.

23.2. Force majeure exempts the contracting parties from fulfilling the obligations assumed by this contract, for the entire period in which it acts, all the rights and obligations of the parties being suspended for the entire period in which the force majeure acts.

23.3. The performance of the contract will be suspended during the period of force majeure, but without prejudice to the rights that were due to the parties until its occurrence.

23.4. The contracting party invoking force majeure has the obligation to notify the other party, within 48 hours from the occurrence, of the force majeure event and to prove it by the certificate issued by the competent authority within 30 days from the notification of the force majeure event.

23.5. The contracting party invoking force majeure has the obligation to notify the other party of the termination of its cause within a maximum of 15 days from the termination.

23.6. If force majeure acts or is deemed to act for more than 90 days, each party shall have the right to notify the other party of the full termination of this contract, without either party being able to claim damages from the other.

23.7. The COVID 19 pandemic or any other pandemic or similar is not a force majeure or a fortuitous event.

**24. Settlement of disputes**

24.1. The purchaser and the supplier will make every effort to resolve amiably, through direct negotiations, mediation, any misunderstanding or dispute that may arise between them within or in connection with the performance of the contract.

24.2. If, after 15 days from the beginning of these negotiations, the purchaser and the supplier fail to amiably solve a contractual divergence, the competence to settle rests with the courts in whose territorial area the purchaser is located.

**25. Subcontractors**

25.1. The supplier has the obligation, if he subcontracts parts of the contract, to conclude contracts with the designated subcontractors, under the same conditions as he signed the contract with the purchaser.

25.2. (1) The supplier has the obligation to present if necessary, until the issuance of the first invoice, a copy of the contracts concluded with the designated subcontractors.

(2) The list of subcontractors, with their recognition data, as well as the contracts concluded with them shall be annexed to the contract.

25.3. (1) The supplier is fully responsible to the purchaser for the way in which it fulfills the contract.

(2) The subcontractor is fully responsible to the Supplier for the way in which it fulfills its part of the contract.

(3) The supplier has the right to claim damages to the subcontractors if they do not fulfill their part of the contract.

25.4. (1) The supplier may change any subcontractor only if he has not fulfilled his part of the contract. The change of subcontractor will not change the price of the contract and will be notified to the purchaser.

(2) The Purchaser may request the Supplier to change a subcontractor in the event that he seriously or repeatedly violates the obligations assumed.

**26. The law applicable to the contract**

26.1. The contract will be interpreted according to Romanian laws.

**27. Communications**

27.1. Communications between the parties regarding the performance of this contract must be in writing and recorded both at the time of transmission and at the time of receipt.

27.2. Contact persons:

- from the Purchaser: name …… ...… .., email …… ..…., telephone ……..… .., fax …… ....

- from the Supplier: name ……..… .., email …… ..…., telephone ……..… .., fax …… ....

27.3. Any other communications between the parties may also be made by telephone, fax or e-mail. Communications by fax or e-mail are made with acknowledgment of receipt.

**28. Confidentiality**

28.1. Any disclosure of information, orally, visually or otherwise, under this Agreement shall be considered confidential and belonging to the Party, unless it is specified as non-confidential at the time of disclosure or by its nature is clearly non-confidential or not belonging to the disclosing Party.

28.2. Except as provided in this Article 28 (Confidentiality), the Party receiving such confidential information agrees to treat it as strictly confidential and not to disclose, directly or indirectly, to any other person, company, corporation, association or entity, for any purpose, the confidential information thus obtained and will not use or copy such confidential information, except for the purpose of this Contract. Such confidential information may be disclosed only to those employees of the receiving Party who reasonably request access to such information for the purpose for which it was disclosed and who have confidentiality obligations regarding the receiving Party that are significantly similar to this Article 28 (Confidentiality).

28.3. If the receiving Party has disclosed confidential information to any third party in accordance with Article 28.2, and if the receiving Party finds that the third party has breached the relevant confidentiality commitments, the receiving Party shall act promptly and initiate any necessary action (including legal action) in relation to the third party to remedy the situation.

28.4. This commitment will not impose on the parties any obligation with regard to any portion of this information which:

a. was known to the receiving Party before receiving it from the other Party;

b. is now known or becomes generally known, without any breach by the receiving Party;

c. is provided to the receiving Party by a third party, which the receiving Party considers to be in good faith and is free to make such disclosure without restriction on disclosure;

d. is disclosed by the disclosing Party to a third party in general, without restrictions on disclosure; or

e. is developed independently by the receiving Party, without using any confidential information provided by the Party that disclosed the information.

28.5. The confidentiality obligations set out in this section 28 (Confidentiality) are valid for the duration of the Contract and thereafter, for a period of 5 (five) years after the termination of the Contract or a longer period, if required by a mandatory legal provision .

28.6. The publication of information regarding the award of this contract regarding its parts, object and value will not be considered a violation of the obligation of confidentiality, nor will the legal disclosure or any institutions legally authorized to obtain the content of the contract.

**29. The language governing the contract**

29.1. The language governing the contract is Romanian.

**30. Personal data-information**

30.1. The parties process personal data of the data subjects described below, for the purpose of concluding and carrying out this contract, in order to request and grant access to the spaces / locations owned by the Purchaser; the legitimate interest may also be the basis of the processing, the interest pursued by each contracting party in carrying out its own activity and / or in the situation of finding, exercising or defending certain rights in court. If, in connection with or in connection with the contract, circumstances arise in which one of the parties acts as a proxy of the other party or as an operator associated with the other party, then the parties undertake to conclude a binding agreement in

accordance with Articles 26 and 28 of the Regulation, as well as with other incidental legal provisions. The agreement will be made known to the purchaser within 5 days of conclusion. The parties guarantee that personal data will not be processed for purposes other than strictly for the fulfillment of contractual obligations.

30.2. Data subjects: legal / authorized representatives of the parties, contact persons / responsible for the execution of the contract, as well as the personal data of the possible subcontractors of the Supplier, or personal data of the representatives / employees of the mutual partners of the parties.

30.3. Categories of data processed: name and surname, signature, position, telephone number, data provided during the contract. **When the transmission of personal identification data is done by email, it is mandatory to archive documents in archives (ZIP, RAR, etc.) protected by password. The password will be sent to the recipient by phone.** The parties guarantee that the types of personal data that will be processed are obtained directly from the data subjects.

30.4. Recipients of personal data: the recipients of the processed personal data are the employees of the contracting parties who manage this contractual relationship, public institutions and / or authorities (upon request, according to law or in a litigious situation), courts, arbitration bodies, insolvency professionals, bailiffs, as appropriate.

30.5. Storage period: personal data will be stored during the validity period and performance of the contract and subsequently, in accordance with the internal policies of the parties and specific legislation.
30.6. Transfer outside the EU and the European Economic Area: no data transfers take place outside the EU or the EEA.

30.7. The rights of data subjects: in accordance with the General Regulation on data protection no. 679/2016 and with Law no. 190 of 18 July 2018 on measures to implement Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and repealing Directive 95/46 / EC (General Data Protection Regulation), data subjects have the following rights, namely: the right to request access, rectification, deletion or restriction of processing under the laws in force, the right to oppose processing that has a legitimate interest as a legal basis) and the right to data portability, withdrawal of consent (if the processing is legally based on consent, if applicable), the right to file a complaint to the supervisory authority.

30.8. For National Radiocommunication Society, the persons concerned can use the form on the website www.radiocom.ro section Transparency / Guide for exercising their rights, or they can address a written request, dated and signed at the email address dpo@radiocom.ro . In order to resolve the request, it may be necessary to verify the identity of the data subject.

30.9. The parties guarantee that their staff involved in the execution of this contract have been informed about the processing of personal data and their rights according to the provisions of the Regulation.

30.10. Technical and organizational measures to ensure the security of processing: The processing of personal data will take place only through / within processing systems that have been subject to the implementation of appropriate technical and organizational measures to protect personal data. The

technical and organizational measures must comply with art. 32 of the GDPR, ensuring an adequate level of protection and security of personal data.

30.11. When **the transmission of personal identification data is done by email, it is mandatory to archive documents in archives (ZIP, RAR, etc.) protected by password. The password will be sent to the recipient by phone.**

30.12. The parties must inform each other immediately, but not later than 24 hours, of any violation of the processing of personal data that could pose a risk to the rights and freedoms of data subjects, or of any decision related to the processing of personal data and the procedures applied to them. The information will also include details about the incident, consequences, as well as the measures taken to manage the risks and remedy the deficiencies that led to the breach of personal data processing.

30.13. Violation of the obligations in this chapter represents a violation of contractual obligations and attracts the sanctions provided by the specific legislation in the field.

The party who has suffered damage as a result of the other party's non-compliance with the obligations provided in this chapter, is entitled to sue the guilty party and receive compensation from the latter, in relation to the relevant legal provisions and the damage caused.

30.14. Contact details of the person responsible for personal data protection of the National Radiocommunication Society: Soseaua Olteniţei, no. 103, sector 4, Bucharest or at the dedicated email address: dpo@radiocom.ro.

The parties have agreed to conclude this contract in Bucharest, the Purchaser's headquarters, in 2 (two) original copies, one for each party. The annexes are an integral part of the contact.

| | |
|---|---|
| **Purchaser,** | **Supplier,** |
| **NATIONAL RADIOCOMMUNICATION SOCIETY,** | **……** |