



rompetrol

KazMunayGas
Group
Member

ROMPETROL DOWNSTREAM S.R.L.
Dep. Relatii Clienti
5284
IES OF
17.12.2017

Contract de vanzare cumparare
nr. _____ din data de _____
in retea de statii Rompetrol

Sale-Purchase Contract
no. _____
in the Rompetrol station network

Intre:

Between:

Societatea ROMPETROL DOWNSTREAM S.R.L.,
cu sediul in Bucuresti, cod postal 013702, Piata
Presei Libere nr. 3-5, City Gate Northern Tower
Building, etaj 2, sector 1, tel. _____
inmatriculata la Oficiul Registrului
Comertului Bucuresti sub nr. J40/1716/2000 avand
numar de inregistrare fiscala RO 12751583, cont nr. _____
deschis la BCR
Sector 1 Bucuresti, reprezentata legal prin
_____ in
calitate de _____ si
_____ in
calitate de _____,
denumita in cele ce urmeaza **Vanzator**,

Societatea ROMPETROL DOWNSTREAM S.R.L.,
headquartered in Bucharest, postal code 013702, 3-5
Piata Presei Libere, City Gate Northern Tower Building.
2nd floor. District 1,
_____, registered with the Trade Register
Bucharest under no. J40/1716/2000, having the sole
registration code RO 12751583, account no. _____
opened at BCR Sector
1 Bucharest, duly represented by
_____ as
_____ and
_____ as
_____, hereinafter
referred to as **Seller**

Si

And

Societatea ADMINISTRARE ACTIVE SECTOR 3 S.R.L.,
cu sediul in Calea Vitan, nr. 242, parter, camera 6, cu adresa de
corespondenta, Strada Chiciurei, nr. 39-45, etaj 1, sectorul 3, Bucuresti
inmatriculata la Oficiul Registrului Comertului sub
nr. J 40/14752/2012, CIF RO 31012790
cont IBAN nr. _____
deschis la Garanti Bank _____,
reprezentata legal prin **DI. C.** _____
in calitate de **Presedinte al Consiliului de Administratie**
si _____ in calitate
de _____, denumita
in cele ce urmeaza **Cumparator**,

Societatea ADMINISTRARE ACTIVE SECTOR 3 S.R.L.,
headquartered in Calea Vitan, nr.242, parter, camera 6, cu adresa de
corespondenta, Strada Chiciurei, nr. 39-45, etaj 1, sectorul 3, Bucuresti
registered with the Trade Registry under no.
J 40/14752/2012, CIF RO 31012790
IBAN account no. _____
opened with Garanti Bank _____, duly
represented by **DI. C.** _____
as **Presedinte al Consiliului de Administratie** and
_____ as
_____, hereinafter
referred to as **Buyer**,

s-a incheiat prezentul contract de vanzare
cumparare, denumit in cele ce urmeaza
„Contractul”, in conditiile stipulate in clauzele de mai
jos si in anexele contractului:

was concluded this sales contract, hereinafter called
“**Contract**”, in the terms stipulated in the clauses
below and in the appendixes to the Contract:

Art. 1. Definitii

Art. 1. Definitions

- 1.1.** Asa cum sunt folositi in cuprinsul prezentului Contract, termenii de mai jos, folositi cu majuscula, vor avea intelesul precizat in cele ce urmeaza:
1. “**Data semnarii**” desemneaza data la care partile incheie prezentul contract;
 2. “**Produse**” desemneaza Carburanti, Produse Magazin, Produse cafea Hei si servicii spalatorie, astfel cum acestea sunt descrise mai jos;
 3. “**Carburanti**” desemneaza toate tipurile de carburanti auto comercializati de catre Vanzator prin Statiile sale sau carburanti auto comercializati prin Statiile Partener, ce vor fi cumparati de catre Cumparator in temeiul prezentului Contract;
 4. “**Card**” desemneaza instrumentul de identificare electronica, respectiv un suport de informatie standardizat, securizat si individualizat, care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator;
 5. “**Ring**” desemneaza dispozitivul de identificare electronica, format din doua elemente (unitate de identificare autovehicul si inel emitor-

- 1.1.** As used in this Contract, the terms used below with capital letters shall have the meaning specified herein below:
1. “**Signature Date**” means the date when the Parties conclude this Contract;
 2. “**Products**” means Fuels, Store Products, Products of the Hei café and washing services, as described below;
 3. “**Fuels**” means all types of car fuels traded by the Seller through his Stations or car fuels traded through the Partner Stations that shall be purchased by the Buyer hereunder;
 4. “**Card**” means the electronic identification instrument, respectively a standardized data media that is secured and customized, enabling the Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer;
 5. “**Ring**” means composed of vehicle and t



receptor), care permite Detinatorului autovehiculului echipat cu acest dispozitiv sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator;

6. „**Pass**” desemneaza dispozitivul de identificare electronica securizat si individualizat (cheie electronica), care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator;

7. „**Kitt**” desemneaza dispozitivul format dintr-un Ring si un Pass fara Cod;

8. „**Detinator**” desemneaza persoana fizica ce detine un Card sau un Pass, impreuna cu un Cod, sau un autovehicul echipat cu un Ring, sau un Kitt, care actioneaza in calitate de mandatar al Cumparatorului, in numele si pe seama acestuia;

9. „**Cod**” desemneaza codul de identificare al Cumparatorului, inalienabil oricarui Card sau unui Pass, care este atribuit in vederea identificarii Detinatorului in calitate de mandatar al Cumparatorului si care permite emitentului Vanzator identificarea Cumparatorului;

10. „**Credit comercial**” desemneaza cuantumul maxim al creditului, exprimat in lei, a carui rambursare este garantata de catre Cumparator conform clauzelor prezentului Contract, in limitele caruia Cumparatorul, prin Detinatorii dispozitivelor enumerate de mai sus, poate achizitiona Produse;

11. „**Partile**” desemneaza Vanzatorul si/sau Cumparatorul, impreuna sau separat, conform folosirii definitiei la singular sau plural;

12. „**Produse magazin**”, „**Produse cafenea Hei**” si „**servicii spalatorie**” desemneaza toate bunurile comercializate si serviciile de spalatorie prestate de catre Vanzator prin statiile sale, ce vor fi achizitionate de catre Cumparator in temeiul prezentului Contract;

13. „**Fuelopass**” sau „**Easy Ring**” desemneaza dispozitivul de identificare electronica format dintr-un element (inel emitor-receptor cu cip-unitate stocare date), care permite Detinatorului sau sa utilizeze disponibilitatile din Creditul comercial deschis de catre Vanzator in favoarea Cumparatorului, in limita plafonului stabilit conform prezentului Contract, in vederea efectuarii platii Produselor achizitionate de catre Cumparator.

Art. 2. Obiectul Contractului

2.1. Vanzatorul vinde Cumparatorului in limita Creditului comercial Carburanti, Produse magazin, Produse cafenea Hei si servicii spalatorie in statiile proprii de distributie carburanti, denumite in continuare „Statii”, in schimbul achitarii de catre acesta din urma a contravalorii acestora conform clauzelor prezentului Contract si a Procedurilor prevazute in Anexele nr. 1.1, 1.2 si 1.3 la prezentul Contract.

2.2. Partile agreeaza ca, in baza prezentului contract, Cumparatorul datoreaza si contravaloarea Carburantilor achizitionati din statiile de distributie carburanti ale partenerilor Vanzatorului, denumite in

the vehicle equipped with such device to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer;

6. „**Pass**” means the electronic identification device that is secured and customized (electronic key), enabling its Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer;

7. „**Kitt**” means the device composed of a Ring and a Pass without a Code;

8. „**Holder**” means the individual holding a Card or a Pass, together with a Code or a vehicle equipped with a Ring or a Kitt, acting as an attorney of the Buyer, in his name and on his account;

9. „**Code**” means the identification code of the Buyer, inalienable to any Card or Pass that is granted in order to identify the Holder as the attorney of the Buyer and that enables the issuing Seller to identify the Buyer;

10. „**Commercial Credit**” means the maximum amount of the credit, expressed in lei, the reimbursement of which is warranted by the Buyer according to the clauses hereof, within the limits of which the Buyer may purchase Products through the Holders of the devices itemized above;

11. „**Parties**” means the Seller and/or Buyer, jointly or separately, according to the use of the definition in the singular or plural;

12. „**Store Products**”, „**Products of the Hei cafe**” and „**washing services**” mean all goods traded and washing services supplied by the Seller through his stations that shall be purchased by the Buyer hereunder;

13. „**Fuelopass**” or „**Easy Ring**” mean the electronic identification device composed of one element (transceiver ring with chip – data storing unit) enabling its Holder to use the available funds of the Commercial Credit opened by the Seller to the benefit of the Buyer, within the limit of the margin established hereunder, in order to perform the payment of the Products purchased by the Buyer.

Art. 2. Scope of the Contract

2.1. The Seller shall sell to the Buyer within the limit of the Commercial Credit Fuels, Store Products, Products of the Hei café and washing services in the own fuel distribution stations, hereinafter called “Stations”, in exchange of the latter’s paying their equivalent value under the clauses of this Contract and the Procedures stipulated in Appendixes no. 1.1, 1.2 and 1.3 hereto.

2.2. The Parties agree that hereunder, the Buyer owes also the equivalent value of the Fuels purchased from the fuel distribution stations of the Seller’s partners, hereinafter called “Partner Stations”, under the supply



continuare „Statii Partener”, prin intermediul dispozitivelor de alimentare descrise in Art. 1 din prezentul Contract .

2.3. Lista Statiilor si a Statiilor Partener este accesibila Cumparatorului pe site-ul Vanzatorului www.rompetrol.com.

Art. 3. Pretul Carburantilor

3.1. Pretul Carburantilor este cel afisat de catre Vanzator in Statii si de catre partenerii comerciali ai Vanzatorului in Statiile Partener la momentul achizitionarii de catre Cumparator prin Detinatori.

3.2. Pretul Produselor magazin, Produselor cafea Hei si serviciilor de spalatorie este cel afisat de catre Vanzator in Statii la momentul achizitionarii de catre Cumparator prin Detinatori.

3.3. In functie de cantitatea de carburant achizitionata lunar de catre Cumparator din Statiile Partener, Vanzatorul va acorda Cumparatorului un discount dupa cum urmeaza:

- a) Mai putin de 5.000 litri, Vanzatorul ofera un discount de 0,02 lei/litru fata de pretul afisat la pompa;
- b) Intre 5.000 si 10.000 litri, Vanzatorul ofera un discount de 0,07 lei/litru fata de pretul afisat la pompa;
- c) Intre 10.001 si 20.000 litri, Vanzatorul ofera un discount de 0,08 lei/litru fata de pretul afisat la pompa;
- d) Intre 20.001 si 40.000 litri, Vanzatorul ofera un discount de 0,09 lei/litru fata de pretul afisat la pompa;
- e) Intre 40.001 si 60.000 litri, Vanzatorul ofera un discount de 0,10 lei/litru fata de pretul afisat la pompa;
- f) Intre 60.001 si 80.000 litri, Vanzatorul ofera un discount de 0,11 lei/litru fata de pretul afisat la pompa;
- g) Intre 80.001 si 100.000 litri, Vanzatorul ofera un discount de 0,13 lei/litru fata de pretul afisat la pompa;
- h) Peste 100.000 litri, Vanzatorul ofera un discount de 0,15 lei/litru fata de pretul afisat la pompa.

Discounturile de mai sus includ TVA.

Discountul se va acorda in ultima zi din luna in care Cumparatorul a achizitionat carburantii, in conditiile in care Cumparatorul respecta termenele de plata ale facturilor si nu a fost blocat de la alimentare pe motiv de intarziere de plata.

Art. 4. Modalitatea de Plata a Contravalorii Carburantilor

4.1. Vanzatorul va emite lunar/bilunar, facturile corespunzatoare contravalorii Carburantilor, Produselor magazin, Produselor cafea Hei si serviciilor spalatorie achizitionate de catre Cumparator in luna calendaristica respectiva.

4.2. Cumparatorul va plati facturile emise de catre Vanzator intr-unul din termenele prevazute mai jos, in functie de varianta de plata agreata de parti la semnarea contractului (se bifeaza o singura varianta):

- in avans-** in acest caz, Cumparatorul depune in contul Vanzatorului o suma de bani anterior efectuarii de alimentari.

provisions described in Art. 1 of the present Contract .

2.3. The List of Stations and Partner Stations is accessible to the Buyer on the Seller's site www.rompetrol.com.

Art. 3. Fuel Price

3.1. The Fuel Price is the one displayed by the Seller in the Stations and by the commercial partners of the Sellers in the Partner Stations at the moment when the Buyer purchases through the Holders.

3.2. The price of the Store Products, the Products of the Hei café and the washing services is the one displayed by the Seller in the Stations at the moment when the Buyer purchases through the Holders.

3.3. Depending on the fuel quantity monthly acquired by the Buyer from the Stations and the Partner Stations, the Seller shall grant the Buyer a discount as follows:

- a) less than 5,000 liters, the Seller shall grant a lei 0.02 per liter discount against the pump price;
- b) Between 5,000 and 10,000 liters, the Seller shall grant a lei 0.07 per liter discount against the pump price;
- c) Between 10,001 and 20,000 liters, the Seller shall grant a lei 0.08 per liter discount against the pump price;
- d) Between 20,001 and 40,000 liters, the Seller shall grant a lei 0.09 per liter discount against the pump price;
- e) Between 40,001 and 60,000 liters, the Seller shall grant a lei 0.10 per liter discount against the pump price;
- f) Between 60,001 and 80,000 liters, the Seller shall grant a lei 0.11 per liter discount against the pump price;
- g) Between 80,001 and 100,000 liters, the Seller shall grant a lei 0.13 per liter discount against the pump price;
- h) Over 100,000 liters, the Seller shall grant a lei 0.15 per liter discount against the pump price.

The discounts above include VAT.

The discount shall be granted in the last day of the month when the Buyer acquired the fuels, provided that the Buyer observes the payment terms of the invoices and was not blocked from acquiring fuel for late payment.

Art. 4. Method to Pay the Equivalent Value of the Fuels

4.1. The Seller shall monthly/twice a month issue the invoices corresponding to the value of the Fuels, Store Products, Products of the Hei café and washing services purchased by the Buyer in the concerned calendar month.

4.2. The Buyer shall pay the invoices issued by the Seller in one of the payment terms provided below, depending on the payment option agreed by the parties upon the execution date of the contract (only one option shall be checked):

- in advance-** in this case, the Buyer shall deposit into the Seller's account an amount of money prior to performing fuelings. The Buyer



Cumparatorul nu beneficiaza de credit comercial din partea Vanzatorului (credit comercial 0,01 lei) si poate alimenta exclusiv in limita sumei depuse in contul Vanzatorului. Avand in vedere modalitatea de plata in avans, Vanzatorul acorda Cumparatorului un discount de 0,08 lei/litru inclusiv TVA. Discountul se va acorda la sfarsit de luna.

- **15 zile** de la facturare.
- **30 zile** de la facturare- in acest caz, Pretul Carburantilor este pretul prevazut in art. 3.1 la care se adauga 0,03 lei/litru (TVA inclus).
- **45 zile** de la facturare- in acest caz, Pretul Carburantilor este pretul prevazut in art. 3.1 la care se adauga 0,045 lei/litru (TVA inclus).

Plata se considera efectuata in momentul creditarii contului Vanzatorului. Cumparatorul are obligatia de a-si vizualiza si monitoriza tranzactiile pe site-ul www.fillandgo.ro care contine si informatii privind factura emisa; neprimirea facturii nu constituie un motiv pentru Cumparator pentru neindeplinirea obligatiei de plata in termen.

Cumparatorul isi exprima acordul, conform art. 319 alin. 24 din Codul fiscal, pentru utilizarea facturii electronice. Cumparatorul declara ca detine mijloacele tehnice necesare primirii facturilor electronice si ca are capacitatea de a asigura autenticitatea originii, integritatea continutului si lizibilitatea facturii. Facturile electronice pot fi vizualizate pe site-ul www.fillandgo.ro. De asemenea, acestea vor fi transmise de catre Vanzator de la adresa de email Downstream.FacturareFlote@rompetrol.com la adresa de email a Cumparatorului prevazuta in art. 8.1.

4.3. In cazul in care Cumparatorul va executa cu intarziere obligatia de plata a facturilor, Vanzatorul va percepe penalitati de intarziere in cuantum de 0,1 % per zi de intarziere, calculate pentru suma exigibila si neachitata. Cuantumul penalitatilor de intarziere nu va fi limitat la valoarea debitului la care se aplica. In cazul in care Cumparatorul nu isi indeplineste integral si la termen obligatia de plata a facturilor emise de Vanzator conform oricarui contract incheiat intre cele doua parti, toate facturile emise de Vanzator, indiferent de obiectul raportului juridic, devin imediat scadente. Conform prevederilor articolului 1523 alin. 1 Cod Civil, in cazul neindeplinirii obligatiei de plata la scadenta, Cumparatorul este considerat a fi in intarziere fara a mai fi necesara notificarea prin executor judecatoresc.

4.4. Reclamatii privind facturile pot fi depuse de catre Cumparator, in scris, in termen de 10 de zile de la data facturarii, termen care, conform vointei Partilor, constituie termen de decaderare. Vanzatorul are obligatia sa raspunda in scris, in termen de 10 zile lucratoare de la data primirii reclamatiei.

4.5. In cazul formularii unei reclamatii, Partile trebuie sa prezinte originalele actelor justificative relevante.

4.6. Reclamatia nu constituie motiv pentru nerespectarea obligatiilor de plata ale Cumparatorului, in sensul ca obligatia de plata a

does not benefit from commercial credit from the Seller (commercial credit 0.01 lei) and may fuel exclusively within the limit of the amount deposited into the Seller's account. Considering the option of paying in advance, the Seller grants the Buyer a discount in amount of 0.08 lei/liter VAT included. The discount shall be granted upon the end of the month.

- **15 days** as of the invoicing date.
- **30 days** as of the invoicing date- in this case, the Price of the fuel is the one provided in art. 3.1 to which is added 0.03 lei/liter (VAT included).
- **45 days** as of the invoice date- in this case the Price of the fuel is the one provided in art. 3.1 to which is added 0.045 lei/liter (VAT included).

The payment is duly performed upon the Seller's account has been credited. The Buyer has the obligation to visualize and monitor the transactions performed on the www.fillandgo.ro website which also contains information regarding the issued invoice; failure to receive the invoice shall not constitute a reason for the Buyer not to observe its payment obligation in due time.

The Buyer hereby consents, according to article 319 par. 24 of the Fiscal Code, to the use of electronic invoices. The Buyer states that it holds the technical means necessary for receiving electronic invoices and that he is capable of ensuring the authenticity of the origin, integrity of the content and readability for invoices. The electronic invoices may be visualized on the www.fillandgo.ro website. As well, the invoices shall be sent by the Seller from the email address Downstream.FacturareFlote@rompetrol.com to the Buyer's email address specified in art. 8.1.

4.3. If the Buyer executes with delay the obligation to pay the invoices, the Seller shall charge late payment penalties in the amount of 0.1 % per day of delay, computed for the due and unpaid amount. The amount of the late payment penalties shall not be limited to the amount of the debt. If the Buyer does not exhaustively and on term fulfill the obligation to pay the invoices issued by the Seller according to any contract concluded between the two parties, all invoices issued by the Seller irrespective of the scope of legal relationship, shall immediately become due. In accordance with the provisions of Article 1523 paragraph 1 Civil Code, in case of not fulfilling the payment obligation on due term, the Buyer is deemed notified and no notification from the court executor shall be necessary.

4.4. Complaints regarding the invoices may be submitted by the Buyer, in writing, within a term of 10 days as of the invoicing date, a term that according to the will of the Parties is a limitation term. The Seller shall be under the obligation to answer in writing, within 10 business days as of the date of receiving the complaint.

4.5. In case of filing a complaint, the Parties should present the original of the relevant supporting documents.

4.6. The complaint is not a reason not to observe the payment obligations of the Buyer, i.e. the payment obligation of the entire invoice or of the items of the



intregii facturi sau a pozitiilor reclamate din factura nu se suspenda.

4.7. In cazul in care investigarea reclamatiei are ca rezultat stabilirea raspunderii Vanzatorului, suma stabilita in urma reclamatiei va fi compensata odata cu emiterea primei facturi.

4.8. Orice plati primite de Vanzator de la Cumparator vor fi alocate pentru stingerea obligatiilor Cumparatorului, izvorate conform oricarui contract incheiat intre cele doua parti, indiferent de obiectul raportului juridic, in urmatoarea ordine: i) dobanzi si penalitati, ii) obligatii de despagubire, iii) taxe de administrare, costuri si comisioane (daca este cazul), iv) obligatii principale, de fiecare data in ordinea vechimii acestora in fiecare categorie, incepand cu cea mai veche v) cheltuielile de judecata, onorariu avocat, taxe de timbru, comisioane de succes, (vi) alte obligatii.

Art. 5. Garantarea Creditului comercial

5.1. Valoarea creditului comercial nu poate depasi suma de 0101 lei adica 2200 (in litere).

Valoarea creditului comercial stabilita de Vanzator in baza prezentului Contract, se aplica tuturor contractelor incheiate intre cele doua parti, indiferent de obiectul raportului juridic.

5.2. Cumparatorul garanteaza Creditul comercial, prin emiterea unei file CEC in alb pentru o suma egala cu valoarea creditului comercial acordat de Vanzator potrivit art. 5.1. din Contract si/sau unul sau mai multe instrumente de garantare conform prezentului articol, reprezentand garantia constituita de Cumparator pentru executarea obligatiilor de plata care ii revin conform Contractului, depuse la Vanzator inainte de intrarea in vigoare a Contractului. In cazul in care Cumparatorul doreste sa isi majoreze creditul comercial, Vanzatorul poate solicita Cumparatorului sa emita una sau mai multe din garantiile mentionate mai jos care sa acopere cel putin valoarea cu care doreste sa isi majoreze creditul comercial:

- depunerea in contul Vanzatorului a sumei garantate;
- Scrisoare de Garantie Bancara;
- Ipoteca de rang I asupra unui bun imobil apartinand Cumparatorului sau unei terte persoane (garant);
- Cec avalizat de o societate bancara in favoarea Vanzatorului/Cec certificat de o societate bancara;
- Bilet la ordin avalizat de administrator .Pana la data constituirii garantiei respective, este operabil creditul comercial prevazut la art. 5.1 de mai sus.

5.3. La incetarea Contractului, in functie de garantia constituita, Vanzatorul va radia, va rambursa sau returna garantia, in termen de 10 zile bancare de la stingerea tuturor datoriilor Cumparatorului fata de Vanzator, Cumparatorul neputand pretinde Vanzatorului, pe langa restituirea sumei constituite cu titlul de garantie conform art. 5.2. din Contract, si achitarea unor alte sume cu orice titlu (dobanzi, actualizari, comisioane, speze bancare etc.).

5.4 Avand in vedere ca instrumentele de plata si/sau scrisoare de garantie bancara predate de Cumparator Vanzatorului nu pot fi decontate partial

invoice complained about shall not be suspended.

4.7. If the investigation of the complaint has as a result the determination of the Seller's liability, the amount established further to the complaint shall be set off concurrently with the issuance of the first invoice.

4.8. Any payments received by the Seller from the Buyer shall be allotted for the discharge of the obligations of the Buyer generated according to the provisions of any agreement concluded between the two parties, irrespective of the scope of the legal relationship involved in the following order: i) interests and penalties, ii) indemnification obligations, iii) management charges, costs and fees (if the case), iv) principal obligations, in each case considered according to their date, starting with the earliest, v) court expenses, attorney fees, stamp duties, success fees, (vi) other obligations.

Art. 5. Guarantee of the Commercial Credit

5.1. The value of the commercial credit cannot exceed the amount of lei 0101 namely 2200 (in letters). The

value of the commercial credit established by the Seller pursuant to this Agreement applies to all agreements concluded between the two parties, regardless the legal relation.

5.2. The Buyer warrants the Commercial Credit by the issuance of a blank cheque for an amount equal to the value of the commercial credit granted by the Seller according to article 5.1 of the Contract and/or by one or several of the guarantee instruments mentioned herein, representing the guarantee established by the Buyer for the observance of the payments obligations undertaken according to the Contract and submitted to the Seller prior to the Contract's entering into force. Should the Buyer wish to increase the commercial credit, the Seller may request the first to issue one or several of the guarantees mentioned below that would cover at least the value to be added to the commercial credit:

- depositing the secured amount into the Seller's account;
- Bank Guarantee Letter;
- First Mortgage over any of the immoveable properties owned by the Buyer or by a third Party (guarantor);
- Cheque guaranteed by a banking company in favor of the Seller/Cheque endorsed by a banking company;
- Promissory note endorsed by the administrator. Until the setup of the respective guarantee only the commercial credit foreseen in article 5.1 above shall operate.

5.3. On the termination of the Contract, depending on the established guarantee, the Seller shall cancel, reimburse or return the guarantee within a term of 10 banking days as of the settlement of all debts of the Buyer towards the Seller, the Buyer not having any right to demand the Seller the payment of any amounts (interests, updates, commissions, banking charges etc) in addition to the guarantee established according to art. 5.2 in the Agreement.

5.4. Considering that the payment instruments and / or the banking guarantee letter submitted by the Buyer to the Seller may not be collected in part from the



de catre bancile comerciale, in cazul in care, la data scadentei, debitul Cumparatorului fata de Vanzator este mai mic decat suma inscrisa pe instrumentul de plata, Vanzatorul are dreptul sa introduca la plata instrumentul respectiv, iar Cumparatorul isi asuma toata responsabilitatea pentru acest lucru indiferent de consecintele introducerii la plata a instrumentului respectiv. Diferenta intre suma inscrisa pe instrumentul de plata si valoarea debitului va fi returnata imediat de Vanzator dupa incasarea debitului. In cazul emiterii unei scrisori de garantie bancara, in favoarea Vanzatorului, Cumparatorul va putea efectua alimentari numai in masura in care garantia constituita prin scrisoare de garantie bancara va putea fi activata in termenele de plata.

5.5. In situatia in care, pe parcursul derularii relatiilor comerciale dintre parti, vor interveni modificari in ceea ce priveste reprezentarea valabila a Cumparatorului in relatiile cu tertii si/sau cu bancile, de natura a afecta posibilitatea de executare a instrumentelor de garantie emise, Cumparatorul va instiinta imediat Vanzatorul despre aceasta, si va proceda la emiterea unor noi instrumente de garantie, semnate de catre noii reprezentanti autorizati in acest sens, in termen de maxim 3 zile de la data modificarii. In caz contrar, Cumparatorului ii revine responsabilitatea pentru orice consecinte cauzate de imposibilitatea de executare a instrumentelor de garantie emise.

5.6. Daca Vanzatorul acorda Cumparatorului credit comercial (credit comercial mai mare de 0,01 lei) si Cumparatorul garanteaza cel putin **30%** din intreaga valoare a creditului comercial acordat de Vanzator prin **scrisoare de garantie bancara** si/sau prin **depunerea in contul Vanzatorului** a contravalorii acestuia, in plus fata de discounturile prevazute mai sus, Vanzatorul acorda Cumparatorului un discount suplimentar de garantare a creditului comercial de **0,05 lei/litru** inclusiv TVA pentru cantitatile achizitionate in perioada in care aceasta conditie este indeplinita. In cazul in care creditul comercial este garantat prin mijloacele aratate in proportie de cel putin **60%**, valoarea discountului de garantare a creditului comercial este de **0,06 lei/litru** inclusiv TVA. In cazul in care creditul comercial este garantat prin mijloacele mentionate in proportie de **100%**, valoarea discountului de garantare a creditului comercial este de **0,08 lei/litru** inclusiv TVA. Discountul prevazut in prezentul articol se va acorda la sfarsit de luna in conditiile in care Cumparatorul respecta termenele de plata ale facturilor si nu a fost blocat de la alimentare pe motiv de intarziere de plata.

5.7. In plus fata de discounturile prevazute in prezentul contract, Vanzatorul poate acorda la sfarsit de luna Cumparatorului un discount promotional, in cuantumul stabilit de Vanzator pentru luna respectiva pentru toti cumparatorii aferenti canalului respectiv, conform politicii comerciale a Vanzatorului.

Art. 6. Durata Contractului

6.1. Prezentul Contract se incheie pentru o perioada de 1 (un) an de la data 14.12.2017. Prezentul contract se prelungeste automat cu perioade

commercial banks, should the Buyer's debt towards the Seller be smaller than the amount in the payment instrument on the due date, the Seller has the right to cash the respective payment instrument and the Buyer assumes all responsibility arising from such no matter the consequences determined by the cashing of the respective instrument. The difference between the amount in the payment instrument and the Buyer's actual debt shall be returned be the Seller immediately after cashing the debt. In case of issuance of a bank guarantee letter in favor of the Seller, the Buyer may fuel only provided that the guarantee created under the bank letter guarantee may be enforced within the payment term.

5.5. In the event that, throughout the conduct of business relationships between the Parties, there are any changes with respect to the valid representation of the Buyer in its relations with third parties and/or banks, which are likely to affect the possibility to enforce the issued guarantee instruments, the Buyer shall forthwith notify the Seller in connection therewith, and it shall proceed to the issuance of new guarantee instruments, signed by the new representatives that are authorized to act in this respect, within not more than 3 days as of the date on which such change occurred. Otherwise, the Buyer shall be held liable for any consequences triggered by the impossibility to enforce such issued guarantee instruments.

5.6. If the Seller grants the Buyer commercial credit (commercial credit more than 0.01 lei) and the Buyer secures at least **30%** of the total amount of the commercial credit granted by the seller through a **bank guarantee letter** and/or **by depositing the guaranteed amount into Seller's account**, in addition to the discounts provided above, the Seller grants to the Buyer an additional discount for guarantee in the amount of **0.05 lei/liter** VAT included for the quantities purchased within the timeframe when this condition is fulfilled. If at least **60%** of the commercial credit is secured through the means mentioned above, the value of the discount for guarantee is of **0.06 lei/liter** VAT included. If the commercial credit is **100%** secured through the means mentioned above, the value of the discount for guarantee is of **0.08 lei/liter** VAT included. The discount provided by the present article shall be granted at the end of the month provided that the Buyer complies with the payment terms of the invoices and fuelling has not been blocked due to reasons of deferred payments.

5.7. In addition to the above-mentioned discounts, the Seller may grant the Buyer, at the end of month, a promotional discount, in the amount decided by the Seller for the respective month for all the buyers in the respective channel, according to the Seller's commercial policy.

Art. 6. Contract Term

6.1. This Contract shall be concluded for a period of 1 (one) year as of 14.12.2017. This Contract shall be automatically renewed by successive periods of 1 (one),



successive de 1 (un) an, in cazul in care nici o parte nu trimite o notificare scrisa celeilalte parti, prin care sa se solicite incetarea contractului. Notificarea trebuie trimisa cu cel putin o luna inainte de data expirarii perioadei de 1 (un) an.

Art. 7. Incetarea Contractului

7.1. Prezentul Contract inceteaza in una din urmatoarele situatii:

- a. notificarea oricareia dintre parti in sensul intentiei de a nu prelungi contractul, la expirarea perioadelor succesive de 1 (un) an;
- b. prin acordul partilor;
- c. prin denuntarea Contractului de catre Vanzator;
- d. in cazul fortei majore;
- e. prin rezilierea contractului.

7.2. In cazul prevazut la art. 7.1. lit. c, denuntarea unilateral se face cu acordarea obligatorie a unui preaviz. Termenul de preaviz care insoteste declaratia de denuntare trebuie sa aiba o durata de 15 zile.

7.3. Vanzatorul are dreptul sa rezilieze Contractul de plin drept, pe baza de notificare, fara interventia instantei si fara nicio alta formalitate prealabila, in cazul in care Cumparatorul nu isi executa in mod corespunzator obligatiile de plata asumate in baza oricarui contract incheiat intre cele doua parti, indiferent de obiectul raportului juridic.

Art. 8. Notificari

8.1. In cazul in care partile nu au convenit altfel, orice notificare, cerere, comunicare sau informare facuta de una din parti, precum si orice act, comanda, solicitare etc. efectuata de una din parti pentru indeplinirea si/sau executarea prezentului contract:

a) va fi redactata in scris, semnata de persoana de contact desemnata mai jos din partea fiecarei parti si depusa personal de parte sau expediată prin scrisoare recomandată cu confirmare de primire sau prin orice alt mijloc de comunicare scrisa care asigura confirmarea receptionarii documentului, la adresele urmatoare:

Pentru comparator: ADMINISTRARE ACTIVE SECTOR 3 S.R.L.
Adresa: Strada Chiciurei, nr 39-45, etaj 1, sectorul 3, Bucuresti

Fax: _____
Tel : _____
Email: _____
Persoana de contact: DI. CI

Pentru ROMPETROL DOWNSTREAM S.R.L.
Adresa: Bucuresti, cod postal 013702, Piata Presei Libere nr. 3-5, City Gate Northern Tower Building, etaj 2, sector 1;

Fax: (_____
Tel: (_____
Email: BackOffice@Rompetrol.com
Persoana de contact A

year, if neither Party remits a written notification to the other Party, whereby the termination of the Contract is requested. The notification should be sent at least one month before the expiry date of the period of 1 (one) year.

Art. 7. Termination of the Contract

7.1. This Contract shall be terminated in any of the following cases:

- a. the notification of either Party about the intention not to renew the Contract on the expiry of the successive periods of 1 (one) year;
- b. by the approval of the Parties;
- c. by the cancellation of the Contract by the Seller;
- d. in case of force majeure;
- e. by the cancellation of the Contract.

7.2. In the case stipulated in art. 7.1. letter c, the unilateral cancellation shall be performed with the mandatory granting of a warning. The warning term accompanying the cancellation declaration should be of 15 days.

7.3. The Seller shall have the right to terminate the Contract as of full right, based on a notification, without court intervention and any other prior formality, if the Buyer fails to adequately perform its payment obligations assumed according to any contract concluded between the two parties, irrespective of the scope of legal relationship.

Art. 8. Notifications

8.1. Unless the Parties have otherwise agreed, any notice, request, communication or letter made by any of the Parties, as well as any act, purchase order, request etc., performed by one party to accomplish and/or perform this agreement:

a) shall be drafted in writing, signed for the party by the below mentioned contact person and personally submitted by the Party or delivered by registered letter with acknowledgement of receipt or by any other written communication means that might ensure that the receipt of such document is acknowledged, at the following addresses:

For buyer: ADMINISTRARE ACTIVE SECTOR 3 S.R.L.
Address: Strada Chiciurei, nr 39-45, etaj 1, sectorul 3, Bucuresti

Fax: _____
Tel : _____
Email _____
Contact Person: DI. C

For ROMPETROL DOWNSTREAM S.R.L.
Address: Bucharest, postal code 013702, 3-5 Piata Pres Tower Building, 2nd floor, District 1;

Fax: (_____
Tel: (_____
Email: BackOffice@Rompetrol.com
Contact Person: _____





b) va contine o mentiune referitoare la numarul de contract acordat de catre Vanzator;

c) va fi considerata receptionata, daca nu se prevede altfel in cuprinsul prezentului Contract, la momentul inmanarii, daca este depusa personal de catre una din parti, la momentul primirii de catre destinatar, in cazul trimiterii prin scrisoare recomandata cu confirmare de primire, sau in momentul primirii confirmarii de catre expeditor, in cazul in care comunicarea este facuta prin fax (cu conditia ca trimiterea sa nu fi intervenit intr-o zi nelucratoare, caz in care va fi considerata receptionata la prima ora a zilei lucratoare urmatoare).

8.2. Pentru evitarea oricarui dubiu, orice act din cele mentionate la pct. 1 de mai sus, va trebuie sa fie emis cu respectarea termenilor si conditiilor prevazute in prezentul contract.

8.3 Partile se declara de acord ca nerespectarea cerintelor prevazute de paragraful anterior sa fie sanctionata cu inopozabilitatea respectivei notificari, cereri, comunicari sau informari. Pentru evitarea oricarui dubiu, semnarea oricarui act din cele mentionate la pct. 1 de mai sus de catre persoana de contact desemnata de fiecare parte sa actioneze pentru si in numele partii respective care nu respecta termenii si conditiile prezentului contract si/sau care depaseste limitele convenite de parti si/sau adauga la contract, indiferent sub ce forma, este lovit de nulitate si lipsit de orice efect juridic. Nicio parte nu poate invoca in beneficiul sau vreun drept, indiferent de natura acestuia, care s-ar fi nascut in baza unui act emis cu incalcarea prezentului articol si nici nu poate pretinde celelalte parti executarea vreunei obligatii, indiferent de natura acesteia, ca urmare a emiterii unui act cu incalcarea dispozitiilor prezentului articol.

8.4. Nici o modificare a coordonatelor prevazute in prezentul Contract nu este opozabila celeilalte parti decat in cazul in care a fost notificata in prealabil in conditiile mai sus amintite.

Art. 9. Invalidare Partiala

9.1. In cazul in care una dintre prevederile prezentului Contract va fi declarata nula, celelalte prevederi isi vor mentine valabilitatea ramanand pe deplin aplicabile partilor.

9.2. Clauzele care vor fi declarate invalide a produce efectele ce rezulta din interpretarea literala a textului vor fi interpretate in sensul cel mai apropiat in care pot produce efecte.

Art. 10. Legea aplicabila. Litigii

10.1. Aceast Contract este intocmit si va fi guvernat in conformitate cu Legea Romana.

10.2. Orice disputa aparuta in legatura cu executarea prezentului, inclusiv cele referitoare la valabilitatea, interpretarea sau anulara acestui document, va fi solutionata pe cale amiabila.

10.3. In cazul in care partile nu ajung la o solutie amiabila, disputele vor fi supuse spre solutionare

b) shall contain a mention regarding the contract number assigned by the Seller;

c) shall be deemed as received, unless otherwise provided hereunder, upon the hand-over of such communication, if it is personally submitted by any of the Parties, upon its receipt by the addressee, if it is delivered by registered letter with acknowledgment of receipt, or upon the receipt of the acknowledgment by the sender, if it is delivered by fax (provided that the delivery thereof does not occur on a non-business day, in which case the communication shall be deemed as received within the first hour of the following business day).

8.2. For the avoidance of any doubt, any deed, above mentioned at paragraph no.1, should be issued by the observance of the terms and conditions provided within this agreement.

8.3 The Parties agree as sanction that in case the requirements in the previous paragraph are not complied with, the respective notice, request, communication or letter shall not be binding. For the avoidance of any doubt, the signing by the contact person assigned by each party to act for and on behalf of the respective party of any deed out of those above mentioned at paragraph no.1 which does not observe the terms and conditions provided within this agreement and/or which exceeds the limits agreed by the parties and/or provides something more that the agreement provides, irrespective of its nature, is null and void. No party may claim on its own behalf any right, irrespective of its nature, which might be arisen as a result of any deed which does not observe the above mentioned and no party pay ask the other one to perform any obligation, irrespective of its nature, as a result of such deed.

8.4. No change in the coordinates mentioned in this Contract shall be binding on the other Parties, unless it has been previously notified according to the aforementioned conditions.

Art. 9. Partial Invalidity

9.1. If any of the provisions hereof is declared null, the other provisions shall keep their validity and shall remain fully applicable to the Parties.

9.2. The clauses that shall be declared invalid in producing the effects resulting from the literal interpretation of the text shall be interpreted in the closest meaning in which they may be effective.

Art. 10. Applicable Law. Litigations

10.1. This Contract is drafted and it shall be governed in accordance with the Romanian law.

10.2. Any dispute occurring in regard to the execution hereof, inclusively those regarding the validity, interpretation or annulment of this document shall be amicably solved.

10.3. If the Parties do not reach an amicable solution, the disputes shall be subject to the competent law



instantelor judecatoresti competente de la sediul Vanzatorului.

10.4. Nici una dintre parti nu va raspunde pentru daune indirecte, indiferent de natura lor, incluzand pierderi de profit sau oportunitati de afaceri, cauzate celeilalte parti.

Art. 11. Confidentialitate

11.1. Orice informatii sau documente pe care oricare dintre partile la prezentul Contract le va fi furnizat celeilalte parti inaintea datei semnarii, in timpul sau dupa incetarea duratei Contractului, sau care vor fi redactate de o parte in cursul executarii prezentului, cu exceptia datelor publice, vor fi considerate confidentiale si nu vor fi divulgate tertilor pe intreaga perioada a executarii prezentului fara acordul ambelor parti, cu exceptia cazului in care informatiile sau documentele sunt cerute prin lege, sub sanctiunea platii de daune-interese pentru prejudiciile cauzate.

11.2. Obligatia prevazuta la alineatul precedent se mentine si pentru o perioada de doi ani dupa incetarea prezentului Contract.

Art. 12. Dispozitii generale

12.1. Orice act aditional si/sau modificari la acest Contract sunt valabile si au forta executorie intre parti cu conditia ca acestea sa rezulte expres din documentele semnate de ambele parti.

12.2. Persoanele fizice care au semnat fiecare pagina a Contractului recunosc ca au dreptul sa reprezinte legal persoanele juridice semnatare potrivit legii si propriilor acte statutare si isi asuma intreaga responsabilitate juridica din eventuala invocare a lipsei calitatii de reprezentant.

12.3. Partile semnatare recunosc ca dispozitiile Contractului, astfel cum sunt ele redactate, reprezinta in totalitate acordul lor de vointa liber exprimat si recunosc faptul ca au negociat si convenit fiecare dispozitie cuprinsa in Contract si sunt acceptate in mod expres, nefiind incidente dispozitiile Codului civil privitoare la contractele de adeziune, clauzele standard si clauzele neuzuale.

12.4. Acest contract s-a incheiat astazi, _____, la Bucuresti, in 2 exemplare, cate unul pentru fiecare parte. Prezentul Contract a fost incheiat in limba romana si in limba engleza. In cazul in care exista neconcordanțe între versiunea in limba romana si cea in limba engleza, versiunea in limba romana va prevala.

**VANZATOR/SELLER,
ROMPETROL DOWNSTREAM SRL**

_____, *Pk*

Derulant/Contract Owner

_____, *NA*

courts from the head office of the Seller for resolution.

10.4. Neither party shall be liable for indirect damages, irrespective of their nature, including loss of profit or of business opportunities, caused to the other party.

Art. 11. Confidentiality

11.1 Any information or documents which either Party hereto shall have delivered to the other Party before the signature date during or after the termination of the Contract term or that shall be drafted by one Party during the execution hereof, save the public data, shall be deemed confidential and they shall not be disclosed to third parties throughout the term of executing hereof without the approval of both Parties, save the case when the information or documents are requested by law, under the sanction of paying damages for the caused prejudices.

11.2. The obligation stipulated in the previous paragraph shall be also maintained for a 2-year term after the termination hereof.

Art. 12. General Provisions

12.1. Any Addendum and/or modifications to this Contract are valid and are writs of execution between the Parties, provided such expressly result from the documents signed by both Parties.

12.2. The natural persons signing on each page of this Contract admit that they have the right to duly represent the signatory legal persons according to the law and their own statutory documents and assume all legal liability for the eventual invoking of lack of representation quality.

12.3. The signatory Parties hereby acknowledge that the provisions of this Contract, as such provisions are drafted, represent the entire agreement between them, freely expressed, and they also acknowledge that they have negotiated and agreed upon each of these provisions hereunder and are specifically accepted, the provisions of the Civil Code on adhesion contracts and standard and non-usual clauses not being applicable.

12.4. This Contract was concluded today, _____, in Bucharest, in 2 counterparts one for each Party. This Contract was concluded both in Romanian and English languages. In case of discrepancies between the Romanian version and the English version, the Romanian version shall prevail.

**CUMPARATOR/BUYER,
ADMINISTRARE ACTIVE SECTOR 3 S.R.L.**

Presedinte al Consiliului de Administratie

C _____



Anexa nr. 1.1. PROCEDURA privind folosirea Cardurilor Rompetrol Downstream

Prezentul document face parte integranta din Contractul de vanzare cumparare nr. _____ din data de _____ in retea de statii Rompetrol, a carui Anexa este.

Vanzatorul emite si preda spre folosinta Cumparatorului Carduri care sunt acceptate in cadrul statiilor Rompetrol descrise la art. 1.1. ca mijloc de evidenta a vanzarilor de Carburanti, produse Magazin, Produse cafea HEI si servicii de spalatorie.

1. Drepturile si obligatiile Partilor:

1.1. Cardurile emise de catre Vanzator asigura Cumparatorului dreptul de a cumpara Carburanti, Produse magazin, Produse cafea HEI si servicii spalatorie in statiile proprii de distributie carburanti, denumite in continuare „Statii”, precum si Carburanti in statiile de distributie carburanti ale partenerilor Vanzatorului, denumite in continuare „Statii Partener”.

1.2. Vanzatorul pune la dispozitia si la alegerea Cumparatorului urmatoarele tipuri de Carduri, diferite electronic si prin embosare, a caror clasificare este facuta, conform prezentei proceduri, doar in scopul raportarii on-line si in vederea centralizarii cantitatilor de Carburanti, Produselor magazin, Produselor cafea HEI si a serviciilor spalatorie achizitionate cu fiecare Card in parte:

- a) Card autovehicul (nominal):** in scopul raportarii on-line si al centralizarii cantitatilor de Carburanti, Produselor magazin, Produselor cafea HEI si serviciilor spalatorie aferente unui autovehicul.
- b) Card garaj:** in scopul raportarii on-line si al centralizarii cantitatilor de Carburanti, Produselor magazin, Produselor cafea HEI si serviciilor spalatorie aferente unui parc auto.

1.3. Pierderea sau furtul Cardului trebuie semnalata fara intarziere Vanzatorului (non-stop la numarul de telefon: 0800 0800 12 sau 0800 0800 08 sau e-mail: infoline@rompetrol.com).

1.4. In urma solicitarii de blocare a unui Card, facuta prin intermediul telefonului sau prin e-mail conform art. 1.4., Vanzatorul va bloca respectivul card in termen de maxim 3 ore. In cazul solicitarii telefonice de blocare, Vanzatorul va bloca respectivul card pe baza datelor referitoare la adresa de facturare si responsabilul de parc auto. In cazul solicitarii de blocare transmise prin e-mail, Cumparatorul va trimite si datele de identificare ale societatii (numar de inregistrare la registrul comertului, cod unic de inregistrare, numarul de Card ca element de identificare). Cardul va fi deblocat ca urmare a solicitarii Cumparatorului, transmisa Vanzatorului in scris si purtand semnatura persoanei autorizate sa angajeze societatea, precum si stampila societatii.

1.5. In cazul Cardului pierdut sau furat si anuntat conform celor prevazute la art. 1.4 si 1.5, Vanzatorul este raspunzator pentru contravaloarea Carburantilor, Bunurilor si/sau Serviciilor cumparate de catre posesorul Cardului dupa trecerea termenului maxim de 3 ore pentru blocarea temporara a cardului.

1.6. In cazul in care Cumparatorul a pierdut sau i-a fost furat un Card, acesta va achita contravaloarea Carburantilor, Produselor magazin, Produselor cafea HEI si serviciilor spalatorie achizitionate de catre posesorul Cardului respectiv pana la data la care

Appendix no. 1.1. PROCEDURE on the use of the Rompetrol Downstream Cards

This document is integrant part of the Sales Contract no. _____ from _____ in the Rompetrol station network, as its Appendix.

The Seller issues and delivers to the Buyer for use Cards that are accepted in the Rompetrol stations described in art. 1.1. as an evidence means of the sale of Fuels, Shop products, products of the HEI café and washing services.

1. Rights and obligations of the Parties:

1.1. Cards issued by the Seller ensure to the Buyer the right to purchase Fuels, Shop products, products of the HEI café and washing services in the own fuel distribution stations, hereinafter called "Stations", as well as Fuels in the fuel distribution stations of the Seller's partners, hereinafter called "Partner Stations".

1.2. The Seller sets at the disposal and choice of the Buyer the following types of Cards, differentiated electronically and by embossing, the classification of which is performed according to this procedure, only for the purpose of on-line reporting and in view of centralizing the quantities of Fuels, Shop products, products of the HEI café and washing services purchased by each Card aside:

- a) Car Card (nominal):** for the purpose of on-line reporting and in view of centralizing the quantities of Fuels, Shop products, products of the HEI café and washing services related to a vehicle.
- b) Garage Card:** for the purpose of on-line reporting and in view of centralizing the quantities of Fuels, Shop products, products of the HEI café and washing services related to a car fleet.

1.3. The loss or theft of the Card should be notified without delay to the Seller (non-stop at the telephone number: 0800 0800 12 or 0800 0800 08 or e-mail: infoline@rompetrol.com).

1.4. Further to the request to block a Card made by telephone or e-mail in accordance with art. 1.4., the Seller shall block the concerned Card within maximum 3 hours. In case of a blocking request by telephone, the Seller shall block the concerned Card based on the data regarding the invoicing address and the officer in charge with the car fleet. In case of a blocking request by e-mail, the Buyer shall also remit the identification data of the company (registration number with the Trade Register, sole registration code, Card number as an identification element). The Card shall be unblocked further to the Buyer's request remitted to the Seller in writing and bearing the signature of the person authorized to engage the company, as well as the corporate stamp.

1.5. In case of the Card that is lost or stolen and notified in accordance with the provisions from art. 1.4 and 1.5, the Seller is liable for the equivalent value of the Fuels, Goods and/or Services purchased by the Card Holder after the elapse of the maximum term of 3 hours for the temporary blocking of the Card.

1.6. If the Buyer lost a Card or such was stolen from him, he shall pay the equivalent value of the Fuels, Shop products, products of the HEI café and washing services purchased by the concerned Card Holder by the date on which the liability is transferred to the Seller in



raspunderea trece asupra Vanzatorului, conform celor precizate la art. 1.6.

1.7. Cardurile se emit, se inlocuiesc, se blocheaza si se deblocheaza de catre Vanzator in baza formularelor tip puse la dispozitie de catre Vanzator pe site-ul www.fillandgo.ro, care va contine:

- a) Formular comanda Carduri;
- b) Formular inlocuire Carduri;
- c) Formular blocare/anulare Carduri;
- d) Formular deblocare Carduri;

Acestea vor fi completate, semnate, stampilate de catre Cumparator. Vanzatorul nu isi asuma nici o responsabilitate pentru deteriorarea Cardului care presupun imposibilitatea utilizarii sale conform destinatiei (neacceptarea/nerecunoasterea Cardului de catre cititorul de carduri instalat la pompa de alimentare sau de catre cititorul de Carduri instalat in interiorul Statiei si/sau Statiei Partener).

1.8. Conform solicitarii Cumparatorului, Vanzatorul va emite pe numele acestuia Carduri autovehicul, si/sau Carduri garaj.

1.9. Predarea Cardurilor se va efectua la sediul Cumparatorului prin intermediul unei firme de curierat. Cardurile vor fi operationale din momentul receptionarii lor de catre Cumparator.

1.10. In cazul deteriorarii Cardului intr-o asemenea masura care presupune imposibilitatea utilizarii sale conform destinatiei (neacceptarea/nerecunoasterea Cardului de catre cititorul de carduri instalat la pompa de alimentare sau de catre cititorul de Carduri instalat in interiorul Statiei si/sau Statiei Partener), Cumparatorul are obligatia de a solicita Vanzatorului emiterea unui nou card. Cumparatorul va plati Vanzatorului pentru fiecare Card emis si/sau inlocuit o taxa in valoare de **3 EURO + TVA**. Facturarea se va face de catre Vanzator, in RON, la cursul de referinta comunicat de Banca Nationala a Romaniei din data emiterii facturii.

1.11. Cardurile emise sunt si raman proprietatea Vanzatorului. La incetarea Contractului, indiferent din ce cauza, Cumparatorul va inapoi cardurile fara vreo alta notificare in acest sens, in termen de 7 zile calendaristice de la data incetarii.

1.12. Cumparatorul este responsabil pentru pastrarea in siguranta a Cardului si utilizarea acestuia conform destinatiei sale stabilite prin Contract. Cesionarea Cardului, amanetarea, oferirea lui drept garantie este strict interzisa.

1.13. Cumparatorul isi asuma intreaga responsabilitate pentru pastrarea codului PIN al Cardului autovehicul sau Cardului Garaj respectiv in conditii de maxima siguranta si pentru dezvaluirea acestuia strict persoanelor autorizate sa foloseasca acest card. Pentru a evita folosirea neautorizata a cardului, Cumparatorul se obliga sa nu inscrie codul PIN direct pe card; in cazul nerespectarii acestei obligatii, Cumparatorul este singurul responsabil de eventualele prejudicii care i se aduc prin folosirea neautorizata a cardului. Vanzatorul nu isi asuma nicio responsabilitate pentru daunele cauzate prin folosirea neautorizata a Cardurilor cu utilizarea Codului. Cumparatorul raspunde pentru toate daunele care rezulta din folosirea abuziva a Cardurilor predate in folosinta sa.

1.14. Vanzatorul va compara valoarea consumului efectiv, realizat de catre Cumparator prin intermediul

accordance with the provisions from art. 1.6.

1.7. Cards shall be issued, replaced, blocked and unblocked by the Seller on basis of the standard forms set at disposal by the Seller on the website www.fillandgo.ro comprising:

- a) Card order form;
- b) Replacement card form;
- c) Blocking/closing Card form;
- d) Unblocking card form;

These shall be filled in, signed, stamped by the Buyer. The Seller assumes no liability for the deterioration of the Card supposing the impossibility of using it according to the destination (non-acceptance/non-recognition of the Card by the card reader installed at the filling pump or by the card reader installed inside the Station and/or Partner Station).

1.8. In accordance with the Buyer's request, the Seller shall issue on his name Car Cards and/or Garage Cards.

1.9. The delivery of the Cards shall be performed at the Buyer's head office through a delivery service company. Cards shall be operational as of the moment the Buyer receives such.

1.10. In case of deteriorating the Card to such extent that it becomes unusable according to the destination (non-acceptance/non-recognition of the Card by the card reader installed at the filling pump or by the card reader installed inside the Station and/or Partner Station), the Buyer is under the obligation to request from the Seller to issue a new Card. The Buyer shall pay to the Seller for each issued and/or replaced Card a fee in the amount of **EURO 3 + VAT**. The invoicing shall be performed by the Seller in RON, at the exchange rate of the National Bank of Romania from the date of issuing the invoice.

1.11. Issued Cards are and remain the Seller's property. On the termination of the Contract, irrespective due to which reason, the Buyer shall return the Cards without any other notification for such purpose within a term of 7 calendar days as of the termination date.

1.12. The Buyer is liable to keep the Card safely and use such according to its destination established under Contract. The assignment, pawning, offering of the Card as a warranty is strictly interdicted.

1.13. The Buyer assumes the entire liability to keep the PIN code of the Car Card or Garage Card respectively in conditions of maximum safety and for its disclosure strictly to persons authorized to use this Card. In order to avoid the unauthorized use of the Card, the Buyer undertakes not to record the PIN code directly on the Card; in case of failure to observe such obligation, the Buyer is the only one liable of possible prejudices that are inflicted upon him by the unauthorized use of the Card. The Seller assumes no liability for the damages inflicted by the unauthorized use of the Cards by using the Code. The Buyer shall be liable for all damages resulting from the misuse of the Cards delivered to his use.

1.14. The Seller shall compare the actual consumption performed by the Buyer through all Cards issued on his



tuturor Cardurilor emise pe numele sau, cu valoarea Creditul comercial lunar agreeat de catre parti. La atingerea cotei de 100% din limita Creditului comercial, Vanzatorul poate bloca toate Cardurile Cumparatorului, fara o notificare prealabila in acest sens.

1.15. Cumparatorul are dreptul sa solicite cresterea valorii Creditului comercial, cu conditia ca toate facturile emise anterior sa fie achitate, si modificarea si/sau cresterea garantiilor stabilite in Contract.

1.16. In cazul in care Cumparatorul depaseste termenul de plata a facturilor, Vanzatorul este indreptatit sa blocheze imediat toate Cardurile Cumparatorului, fara o notificare prealabila. Aceasta blocare isi va produce efectele pana la achitarea totala a creantelor Cumparatorului. Vanzatorul nu isi asuma nicio responsabilitate pentru daunele interese cauzate prin blocarea Cardurilor Cumparatorului in aceste conditii.

1.17. Pentru achizitionarea de Carburanti, Cumparatorul va urma procedura de mai jos: Detinatorul va introduce Cardul in cititorul de carduri instalat la pompa de alimentare Carburanti si va introduce Codul PIN. Dupa introducerea corecta a Codului, Detinatorul va extrage Cardul din cititorul de carduri si va astepta mesajul de autorizare a tranzactiei si cantitatea de Carburant disponibila. Detinatorul va alege tipul de Carburant corespunzator tipul de autovehicul si va alimenta. Cumparatorul se obliga ca detinatorii cardurilor sa alimenteze Carburanti doar in rezervoarele autovehiculelor, fiindu-le interzis sa introduca/stocheze Carburanti in orice alt recipient/vas. Acesta va putea alimenta cu Carburanti doar in limita cantitatii de carburanti estimate de catre Cumparator, care se regaseste in limitarea pe card a cantitatii de carburant care poate fi achizitionata de catre Cumparator. La consumarea sumei pompa se va opri automat.

1.18. In reseaua de Statii si Statii Partener pot exista situatii de exceptie in care Cardurile nu pot fi acceptate pentru o perioada de timp, din motive tehnice. In situatiile in care sistemul electronic este inutilizabil sau cititoarele electronice sunt defecte cardul va fi acceptat in procedura manuala, numai pentru achizitionarea de Carburanti, dupa cum urmeaza:

Inainte de alimentare, Detinatorul si operatorul Statiei vor verifica toate detaliile privind dispozitivul Card prin apelarea rapida a serviciului Call Center al Vanzatorului. In cazul in care se primeste autorizarea de la Call Center, urmeaza alimentarea propriu-zisa.

Casierul plaseaza cardul si voucherul pe imprimator apoi completeaza datele necesare si semneaza. Detinatorul de card va semna si el voucher-ul si va completa. Casierul va inmana cardul si originalul voucher-ului Detinatorului. Datele aferente tranzactiei efectuata in aceasta modalitate vor fi introduse manual in sistemul informatic Fill & Go de catre operatorul statiei si vor fi inregistrate la raportarea lunara. aceste date vor putea fi vizualizate pe site-ul fill&go in termen de minim 48 de ore de la efectuarea tranzactiei.

1.19. Cumparatorul va putea achizitiona produse Magazin, Produse cafenea HEI si servicii de spalatorie in limitele lunare stabilite prin formularul de comanda card. Contravaloarea produselor Magazin, produselor cafenea HEI si serviciilor de spalatorie va fi decontata de pe cardul Cumparatorului, in cuantumul limitei de credit acordate.

1.20. In cazul unei alimentari pentru care Cumparatorul nu doreste sa utilizeze Cardul pentru achizitionarea carburantului si opteaza pentru plata in numerar a

name or with the value of the monthly commercial Credit agreed by the Parties. On reaching the quota of 100% from the limit of the Commercial Credit, the Seller may block all Buyer's Cards with no previous notification for such purpose.

1.15. The Buyer shall be entitled to request the increase of the amount of the Commercial Credit, if all previously issued invoices are paid, as well as the modification and/or increase of the warranties established under Contract.

1.16. If the Buyer exceeds the payment term of the invoices, the Seller is entitled to immediately block all Buyer's Cards with no previous notification. This blocking shall be effective until the full payment of the Buyer's payables. The Seller assumes no liability for the damages inflicted by blocking the Buyer's Cards in such terms.

1.17. For the purchase of Fuels, the Buyer shall follow the procedure below:

The Holder shall insert the Card in the card reader installed at the Fuel filling pump and shall introduce the Code. After the accurate introduction of the Code, the Holder shall extract the Card from the card reader and shall wait for the message of authorizing the transaction and the available Fuel quantity. The Holder shall choose the Fuel type corresponding to the vehicle type and shall perform the filling. The Buyer undertakes that the Card Holders shall fill Fuels only in the tanks of the vehicles, being forbidden to introduce/store Fuels in any other recipient/vessel. The fueling may be performed only within the limit of the fuel quantity estimated by the Buyer that can be found in the limitation on the card regarding fuel quantity that may be purchased by the Buyer. On consuming the amount, the pump shall automatically stop.

1.18. In the Station and Partner Station network there may be extraordinary cases when Cards cannot be accepted for a time period due to technical reasons. If the electronic system is not usable or the electronic readers are out of order, the Card shall be accepted in manual procedure only for the purchase of Fuels, as follows:

Before fueling, the Holder and the Station operator will check every detail regarding the Card device by a quick call to the Seller's Call Center service. Should the Call Center authorize it, the fueling shall be performed.

The cashier places the Card and the voucher on the printer, then fills in the necessary data and signs. The Card Holder shall also sign and shall fill in the voucher. The cashier shall hand over the Card and the original voucher to the Holder.

The data related to the transaction performed in such manner shall be manually input into the Fill & Go IT system by the station operator and registered into the monthly report. Such data may be visualized on the fill&go website in minimum 48 hours as of the performance of the transaction.

1.19. The Buyer shall be able to purchase Fuels, Shop products, products of the HEI café and washing services within the monthly limits established by the Card order forms. The equivalent value of Fuels, Shop products, products of the HEI café and washing services shall be settled from the Buyer's card within the established monthly limits.

1.20. In case the Buyer does not want to use the Card for the purchase of fuels and chooses the cash payment of the fuel by pushing the button "DEL" from the card



carburantului, prin apasarea tastei „DEL” de pe cititorul de card Cumparatorul confirma derularea tranzactiei cu metoda de plata numerar (Cumparatorul are obligatia sa achite in numerar la casa Statiei si/sau Statiei Partener contravaloarea carburantului achizitionat astfel)

1.21. In cazul in care cardurile predate spre folosinta Cumparatorului nu sunt folosite pentru o perioada mai mare de 1 an, acestea sunt dezactivate automat.

2. Raportare Fill & Go Manager

2.1. La incheierea contractului, Cumparatorul are obligatia de a solicita, iar Vanzatorul ii va atribui gratuit un User Name si o Parola, pentru ca acesta sa poata accesa aplicatia Fill&Go Manager – nivelul basic (flota si tranzactii) pe site-ul www.fillandgo.ro si sa vizualizeze/monitorizeze toate tranzactiile (ziua, ora, statia, masina si codul de card aferent, cantitate, tip produs, valoare totala a tranzactiei, tipul tranzactiei – automata / pe baza de voucher) desfasurate cu cardul. Cumparatorul isi asuma obligatia de a isi verifica periodic tranzactiile on-line, pe baza User Name si Parolei atribuite, impotriva eventualelor fraude.

**Vanzator,
Rompetrol Downstream SRL**

PV

Derulant Contract / Contract owner,

A

reader, the Buyer is under the obligation to pay in cash at the cash desk of the Station and/or Partner Station the equivalent value of the fuel purchased in this manner.

1.21. If the cards issued according to Buyer request are not used for more than one year, the cards shall be deactivated.

2. Fill & Go Manager reporting

2.1. Along with signing the Agreement, the Buyer is under the obligation to request and the Seller shall grant to him free of charge after delivering the Cards, a User Name and a Password, so that he should be able to access the Fill&Go Manager application – basic level (fleet and transactions) on the website www.fillandgo.ro and to view/monitor all transactions (day, time, station, machine and related card code, product type, total value of the transaction – automated / based on voucher) performed with the card. The Buyer assumes the obligation to periodically verify the on-line transactions based on the granted User Name and Password against possible frauds.

**Buyer,
SC Administrare Active Sector 3 S.R.L.**

Presedinte al Consiliului / de Administratie

C _____ / I _____

