

Framework Contract No.001/2020

Contract cadru nr. 001/2020

The undersigned:

Intre partile:

CB TRAFILATI ACCAI Spa
Via Laghi 64, Tezze sul Brenta, 36056 Italia
hereinafter referred to as the Supplier,
in continuare Furnizor

and
si

Administrare Active sector 3 SRL
Calea Vitan 242
Sector 3 Bucuresti 60274
Romania
hereinafter referred to as the Purchaser,
in continuare Client

parties agreed as follows:

partile au cazut de accord pentru urmatoarele:

1. Object of the Framework Contract
1. Obiectul contractului
- 1.1 The Supplier will sell (and deliver if necessary) to the Purchaser on demand, in accordance with purchase orders (PO) placed by the Purchaser, *Products – prestressing strands and other products from its production range* - during the term of this Framework Contract.
- 1.1 Pe baza comenzilor scrise de catre Client, Furnizorul va vinde (sau va livra, dupa caz) toroane pentru beton precomprimat sau alte produse din paleta de productie, pana la terminarea prezentului contract.
2. Entry into force and duration of the Framework Contract
2. Perioada de valabilitate al contractului
- 2.1 This Framework Contract enters into force on the date that it is signed by both Parties.
- 2.1 Acest contract intra in vigoare dupa semnarea ambelor parti.
- 2.2 Either Party may terminate the Framework Contract at any time by registered letter, by 30 days before ending date.
- 2.2 Terminarea contractului trebuie anuntat in scris de catre oricare dintre parti 30 de zile inainte de data terminarii.
- 2.3 After the Framework Contract has been terminated, its conditions continue to apply to orders for Products already placed. These orders will be delivered even after the Framework Contract's termination.
- 2.3 Dupa terminarea contractului, conditiile raman valabile pentru comenzile scrise lansate deja. Aceste produse vor fi livrate chiar si dupa terminarea contractului cadru.
3. Delivery
3. Livrare

- 3.1 The Delivery of the Product by the Supplier will take place in FCA or DAP transport conditions, according to Incoterms 2010. Client will notice on every written order the accepted transport condition, based on Supplier's written offer.
- 3.1 Livrarea produselor de catre Furnizor va fi cu paritate FCA sau DAP, conform clauzelor Incoterms 2010. Clientul va specifica pe fiecare comanda scrisa paritatea acceptata conform ofertei.
4. Price and other financial provisions
4. Pret si alte conditii financiare
- 4.1 The price will be agreed upon price offers prior to POs.
- 4.1 Pretul va fi stabilit pe baza ofertei comerciale, inainte de lansarea comenzilor.
- 4.2 The contractual parties agreed upon a payment term of 30 days after date of invoice.
- 4.2 Partile contractului sunt de accord cu plata la termen, 30 de zile de la data facturii.
5. Jurisdiction and applicable law
5. Jurisdictie
- 5.1 In case of disagreements which cannot be solved by parties, the contractual parties hereby accept the ruling of the VIAC Vienna International Arbitral Centre.
- 5.1 In caz de neintelegeri ce nu pot fi rezolvate de catre parti pe cale amiabila, partile contractului sunt de accord cu procedura si autoritatea Tribunalului comercial de la Viena, in materie competenta (VIAC).
6. Final provisions
6. Clauze finale
- 6.1 Any modification from this Framework Contract are binding only if they have been expressly agreed by the Parties in writing.
- 6.1 Orice modificare al prezentului Contract Cadru este valabila doar daca partile au informat in scris cealalta parte contractanta.
- 6.2 This Frame Contract is signed in two originals – one for each contractual party
- 6.2 Acest contract cadru s-a semnat in doua exemplare, cate una pentru fiecare parte
- 6.3 This Frame Contract is bilingual English – Romanian. In case of differences the English language is determining.
- 6.3 Acest contract cadru este bilingv. In caz de interpretari, varianta engleza fa fi valabila.
- 6.4 Privacy and data protection
- 6.4 Protectia Datelor cu Caracter Personal
- 6.4.1 Protection of personal data from the contract are confidential and will be taken into consideration according to the actual laws from the European Union.
- 6.4.1 Datele cu caracter personal din contract se considera confidentiale si vor fi tratate ca atare, conform legilor in vigoare din Uniunea Europeana.

Tezze sul Brenta

08/05/2020

Bucuresti

CB Trafilati Acciai S.p.A

Administrare Active sector 3 S.R.L.

CB TRAFILATI ACCIAI SPA

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