URBIA SECTOR 2 S.A.
NR. CONTRACT 47
DATA 13.08.2026

Docusign Envelope ID: BDBFC87F-077B-80DC-81D3-10CEDB1A693C

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

CONTRACT DE VANZARE-CUMPARARE
NR. 5487 / 22-Jul-26

Partile contractante:

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. 021 206.75.00, fax 021 206.75.80, inmatriculata la Oficiul Registrului Comertului Bucuresti sub nr. J2000001716405 avand numar de inregistrare fiscala RO 12751583, prin reprezentantii semnatari, denumita in cele ce urmeaza **Vanzator,**

Si

Societatea URBIA SECTOR 2 S.A, cu sediul in Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204, email: office@urbiasector2.ro, inmatriculata la Oficiul Registrului Comertului sub nr. J2026038756003, CIF RO 54902223, cont IBAN nr. RO41BREL0002005511070100 deschis la LIBRA INTERNAT BANK SA, reprezentata prin Dl. F in calitate de Director General, denumita in cele ce urmeaza **Cumparator,**

A intervenit prezentul contract, denumit in continuare **"Contractul"**, in urmatoarele conditii:

Art. 1. OBIECTUL CONTRACTULUI

1.1. Obiectul contractului priveste vanzarea de catre Vanzator Cumparatorului a produselor petroliere rafinate, denumite in cele ce urmeaza "Carburanti", in cantitatile si la preturile mentionate in Anexa nr. 1 la prezentul Contract.

1.2. Vanzatorul se obliga sa transmita proprietatea marfii, iar Cumparatorul sa primeasca marfa si sa plateasca pretul.

1.3. Carburantii se determina prin cantitate, calitate, sortiment si caracteristici de catre Vanzator. Livrarea produselor petroliere se va face conform comenzilor Cumparatorului transmise Vanzatorului.

1.4. Avand in vedere cantitatea minima de 10 mc carburanti pe luna, respectiv 60 mc carburanti semestrial, pe durata contractului prevazuta la art. 2, pe care Cumparatorul se obliga sa o cumpere cu asumarea riscului unor eventuale schimbari a imprejurarilor, conform art. 1271 alin. 3 lit. c Cod civil, Vanzatorul pune la dispozitia acestuia, in mod gratuit, pe durata prezentului contract, folosinta unui rezervor mobil de distributie carburanti, denumit in cele ce urmeaza "Cuva", avand o valoare de piata de 12.500 Euro si caracteristicile mentionate in Anexa nr. 5. Transportul Cuvei si instalarea la locatia Cumparatorului, amenajata de catre si pe cheltuiala Cumparatorului, se va efectua de catre Vanzator pe cheltuiala Cumparatorului, conform Anexei nr. 7.

SALE AND PURCHASE CONTRACT
NO. 5487 / 22-Jul-26

Parties:

Company 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, tel. 021 206.75.00, fax 021 206.75.80, registered with the Trade Register Bucharest under no. J2000001716405, having the sole registration code RO 12751583, through signatory representatives, hereinafter referred to as **Seller,**

And

Company URBIA SECTOR 2 S.A, headquartered in Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204, email: office@urbiasector2.ro, registered with the Trade Registry under no. J2026038756003, CIF RO 54902223, IBAN account no. RO41BREL0002005511070100 opened with LIBRA INTERNAT BANK SA, represented by Mr. Fl as General Manager, hereinafter referred to as **Buyer,**

Concluded the following contract, hereinafter the **"Contract"**, under the following terms and conditions:

Art. 1. OBJECT OF THE CONTRACT

1.1. The object hereof is the sale by the Seller to the Buyer of refined oil products, hereinafter the "Fuels", in quantities and at prices mentioned in Annex no. 1 hereto.

1.2. The Seller undertakes to transmit the property of the goods and the Buyer undertakes to receive the goods and pay the price.

1.3. The fuels shall be determined by quantity, quality, assortment and characteristics by the Seller. The delivery of oil products shall be made according to the Buyer's orders sent to the Seller.

1.4. Given the minimum quantity of 10 cubic meters of fuels per month, *i.e.* 60 cubic meters of fuels per semester, during the term hereof provided under Art. 2, which the Buyer commits to purchase by taking the risk of any potential changes that might occur in the underlying circumstances, according to article 1271 par. 3 letter c Civil Code, the Seller provides the Buyer, free of charge, during the term hereof, with the use of a mobile tank for the distribution of fuels, hereinafter the "Tub", having a market value of EUR 12,500 and the characteristics mentioned in Annex no. 5. The transport of the Tub and the installation at the Buyer's location, arranged by and at the expense of the Buyer, shall be made by the Seller at the Purchasers expense, according to Annex no. 7.

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

1.5. Vanzatorul monteaza pe autovehiculele Cumparatorului, kiturile VIU sau Kiturile Easy Ring, denumite in cele ce urmeaza, "Kituri". Componenta si modul de utilizare sunt descrise in Anexa nr. 6.
1.6 Kitturile VIU montate conform prezentului contract vor fi restrictionate la alimentarile din cuva. In vederea alimentarii din statiile publice ale Vanzatorului cu dispozitivele respective cumparatorul va incheia un contract distinct de vanzare-cumparare in reteaua de statii Rompetrol.
1.7. Totodata, Vanzatorul va asigura contra cost, Serviciul de alimentare si control (mentenanta si interventiile asupra Cuvei, mentenanta sistemului de gestiune aferent acesteia si a Kiturilor VIU si Easy Ring).

1.5. The Seller mounts on the Buyer's vehicles VIU kits or Easy Ring kits, hereinafter "Kits". Their composition and use manner are described in Annex no. 6.
1.6. VIU kits mounted according to this contract shall be restricted to fueling from the tube. For fueling with the respective devices from the public stations of the Seller, the Buyer shall conclude a distinct sale-purchase Contract in the Rompetrol station network.
1.7. Also, the Seller shall provide on cost the Fueling and Control Service (maintenance and interventions at the Tub, maintenance of the management system related thereto and of VIU and Easy Ring Kits).

Art. 2. DURATA CONTRACTULUI SI TERMENELE DE LIVRARE
2.1. Prezentul Contract isi va produce efectele de la data 12/8/2026, pe o perioada de 3 ani. Contractul se reinnoieste automat cu perioade succesive de 1 an daca niciuna dintre Parti nu isi manifesta intentia de a inceta Contractul, cu cel putin 30 de zile inainte de data expirarii, printr-o notificare scrisa adresata celeilalte parti.

2.2. Termenele de livrare sunt prevazute in Anexa nr. 1, esalonarea livrarilor facindu-se de comun acord de catre Parti.
2.3. De la data livrarii Carburantilor, riscul contractului se transmite Cumparatorului, (sau carausului), in conditiile prevazute de lege.

ART. 2. TERM OF THE CONTRACT AND DELIVERY TERMS
2.1. This Contract shall become effective as of 12/8/2026 for a period of 3 years. The Contract shall be automatically renewed by successive 1-year periods, unless any of the Parties expresses its intention to terminate this Contract, within not less than 30 days in prior to the expiry date, through a written notification delivered to the other Party.
2.2. The delivery terms are provided in Annex no. 1, and the deliveries shall be distributed as mutually agreed by the Parties.
2.3. As of the date of Fuel delivery, the risk hereof shall pass to the Buyer (or carrier), as provided by law.

Art. 3. PRETUL SI FACTURAREA
3.1. Pretul Carburantilor este prevazut in politica comerciala, Anexa nr. 2 la prezentul Contract.
3.2. Conform prevederilor Legii nr. 227/2015 privind Codul Fiscal", ce impun ca locurile destinate productiei de uleiuri minerale sa fie dotate cu mijloace de masurare a debitului volumic, preturile la Carburanti se stabilesc in lei/1000 litri produs petrolier la temperatura de 15 grade C.
3.3. Preturile Carburantilor se vor modifica periodic, in functie de evolutia pretului titeiului, a cotatiilor externe la aceste produse, a cursului leu/USD, precum si a altor factori.

3.4. Facturarea se face la pretul in vigoare la data emiterii facturii fiscale de catre Vanzator.

3.5. Contravaloarea transportului si instalarii Cuvei este mentionata in Anexa nr. 7. Facturarea se face in lei, la cursul de referinta comunicat de catre Banca Nationala a Romaniei de la data emiterii acesteia de catre Vanzator.

3.6. Preturile Kiturilor VIU si a Kiturilor Easy Ring sunt mentionate in Anexa nr. 6. Facturarea se face in lei, la cursul de referinta comunicat de catre Banca Nationala

Art. 3. PRICE AND INVOICING
3.1. The price of Fuels is provided in the commercial policy, Annex no. 2 hereto.
3.2. According to Law no. 227/2015 regarding the Fiscal Code, providing that the places destined to the production of mineral oils are endowed with means for measuring the volumetric flow, the price of Fuels shall be established in lei/1000 liters of oil product at the temperature of 15 C degrees.
3.3. The prices of Fuels shall be changed periodically, according to the evolution of the crude oil price, of the external quotations for these products, of the leu/USD exchange rate as well as of other factors.
3.4. The invoicing shall be made at the price in force on the issuance date of the fiscal invoice by the Seller.
3.5. The counter value of the transport and installation of the Tub is mentioned in Annex no. 7. The invoicing is made in lei, at the reference exchange rate communicated by the Romanian National Bank on the issuance date of the invoice by the Seller.
3.6. The prices of VIU Kits and Easy Ring Kits are mentioned in Annex no. 6. The invoicing shall be made in lei, at the reference exchange rate

Docusign Envelope ID: BDBFC87F-077B-80DC-81D3-10CEDB1A693C

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA
phone: +(40) 213 030 800
email: office@rompetrol.com
www.rompetrol.ro

a Romaniei de la data emiterii acesteia de catre Vanzator.

3.7. Preturile Serviciul de alimentare si control efectuate conform prevederilor art. 1.6 de mai sus sunt mentionate in Anexa nr. 8. Facturarea se face in lei, la cursul de referinta comunicat de catre Banca Nationala a Romaniei de la data emiterii acesteia de catre Vanzator.

3.7.1. Pentru fiecare cantitate de carburant pe care doreste sa o achizitioneze, Cumparatorul va emite o comanda scrisa cu minim 24 de ore inainte de data livrarii, in care se vor mentiona atat cantitatea solicitata, cat si termenul de plata.

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

3.9. 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.

3.10 Orice plati primite de Vanzator de la Cumparator vor fi alocate pentru stingerea obligatiilor Cumparatorului , 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) obligatii principale, de fiecare data in ordinea vechimii acestora in fiecare categorie, incepand cu cea mai veche iv) cheltuielile de judecata, onorariu avocat, taxe de timbru, comisioane de succes, (v) alte obligatii.

Art. 4. MODALITATI SI CONDITII DE PLATA

4.1. Cumparatorul va efectua plata facturilor de Carburant in avans sau, in cazul in care Vanzatorul acorda Cumparatorului credit comercial, prin **ordin de plata** in termen de maximum **21 zile** de la data livrarii. Plata se considera efectuata in momentul creditarii contului Vanzatorului.

communicated by the Romanian National Bank on the issuance date of the invoice by the Seller.

3.7. The prices of the Fueling and Control Service made according to Art. 1.6 above are mentioned in Annex no. 8. The invoicing shall be made in lei, at the reference exchange rate communicated by the Romanian National Bank on the issuance date of the invoice by the Seller.

3.7.1. For each quantity of fuel it wants to purchase, the Buyer shall issue a written order at least 24 hours before the delivery date, specifying both the requested quantity and the payment term.

3.8. Considering that the payment instruments and/or the bank guarantee letter submitted by the Buyer to the Seller cannot be partially settled by commercial banks, in the event that, on the due thereof, the Buyer's debt held towards the Seller is smaller than the amount in the payment instrument, the Seller shall be entitled to enforce the respective instrument, whereas the Buyer undertakes full responsibility in this respect regardless of the consequences triggered by the enforcement of such instrument. The difference between the amount specified in the payment instrument and the debt value shall be immediately reimbursed by the Seller after having cashed the debt.

3.9. 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.

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

Art. 4. PAYMENT METHODS AND TERMS

4.1. The Buyer shall pay the Fuel invoices in advance or, if the Seller grants the Buyer commercial credit, through **payment order** within not more than **21 days** as of the delivery date. Payment shall be deemed as effected once the Seller's account has been credited.

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

4.2. Cumparatorul va efectua plata celorlalte facturi emise de catre Vanzator, in termen de 15 zile de la data emiterii acestora .

4.3. In cazul neindeplinirii obligatiilor de plata de catre Cumparator:

a) Vanzatorul este exonerat de raspundere pentru neexecutarea sau executarea cu intirziere a obligatiilor contractuale referitoare la cantitate si termen de livrare;

b) Cumparatorul va suporta penalitati de intarziere in valoare de 0,1% din valoarea facturii pentru fiecare zi de intirziere. Penalitatile de intarziere nu vor fi plafonate la valoarea debitului.

c) 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 sumele reprezentand contravaloarea produselor achizitionate de catre cumparator, indiferent de obiectul raportului juridic, devin imediat scadente.

4.4. In cazul in care Cumparatorul incalca obligatia de a achizitiona cantitatea minima de produse prevazuta la art. 1.4. din prezentul Contract, pe o perioada de 2 luni consecutive, Vanzatorul va avea, de asemenea, dreptul de a solicita despagubiri pentru perioada in care Cuva a fost folosita de catre Cumparator. Despagubirile vor fi egale cu echivalentul in lei al sumei de 5% plus TVA din valoarea fiecarui litru de carburant neachizitionat pana la concurenta cantitatii minime lunare convenite la Art.1.4.

4.5. Vanzatorul poate acorda Cumparatorului credit comercial, situatie in care Cumparatorul garanteaza creditul commercial. Valoarea creditului comercial nu poate depasi suma de 71.000 lei adica şapte zeci mii lei (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. Conditiile privind cuantumul creditului comercial pot fi revizuite oricand de catre Vanzator, la libera sa apreciere, urmand a notifica Cumparatorul cu privire la noul cuantum al limitei de credit comercial acordate si/sau cu privire la noile garantii solicitate.

Art. 5. MODALITATILE DE GARANTARE A PLATII PRETULUI CARBURANTILOR

5.1. Cumparatorul garanteaza Creditul comercial, prin emiterea unui numar de 1 bilete la ordin in alb pentru o suma egala cu valoarea creditului comercial acordat de Vanzator potrivit art. 4.5. din Contract si/sau unul sau mai multe instrumente de garantare prevazute in prezentul articol, la libera apreciere a Vanzatorului, 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

4.2. The Buyer shall pay the other invoices issued by the Seller, within 15 days as of the issuance thereof.

4.3. In case the Buyer fails to comlpy with its payment obligations:

a) The Seller shall be exonerated from any liability for the failure to perform or to timely perform its contractual obligations regarding the quantity and the delivery term;

b) The Buyer shall bear delay penalties of 0.1% of the value of the invoice per each day of delay. Such delay penalties shall not be capped to the amount of the debt.

c) If the Buyer fails to exhaustively and timely fulfill the obligation to pay the invoices issued by the Seller according to any contract concluded between the two parties, all amounts representing the value of the products purchased by the Buyer, irrespective of the scope of legal relationship, shall immediately become due.

4.4. If the Buyer breaches the obligation to purchase the minimum quantity of products provided in Art. 1.4. hereof, over a period of 2 consecutive months, the Seller shall also have the right to request for damages for the period in which the Tub was used by the Buyer. The damages shall be equal to the RON equivalent of the amount of 5% plus VAT of the value of each liter of non-purchased fuel up to the limit of the minimum monthly quantity agreed in Art.1.4.

4.5. The Seller may grant to the Buyer a commercial credit, provided that the Buyer secures such commercial credit. The value of the commercial credit shall not exceed lei 71.000 *i.e.* seventy-one thousand lei (in words). The value of the commercial credit, established by the Seller hereunder shall apply to all the contracts concluded between the two parties, irrespective of the subject matter of the legal relationship there under. The conditions underlying the amount of the commercial credit may be reviewed at any moment by the Seller, at its free judgment, following to notify the Buyer with regard to the new value of the granted commercial credit limit and/or to the new requested guarantees.

Art. 5. MANNERS TO GUARANTEE THE PAYMENT OF THE PRICE OF FUELS

5.1. The Buyer warrants the Commercial Credit by the issuance of a number of 1 blank promissory notes, for an amount equal to the value of the commercial credit granted by the Seller according to article 4.5 of the Contract and/or by one or several of the guarantee instruments mentioned herein, at the Seller's own discretion, 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

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

emita una sau mai multe din garantiile mentionate mai jos care sa acopere cel putin valoarea cu care doreste sa isi majoreze creditul comercial:

- prin 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.

In cazul in care Vanzatorul solicita Cumparatorului sa constituie una sau mai multe din garantiile mentionate mai sus, pana la constituirea acestei/acestor garantii, livrarile de Produse Petroliere se fac doar cu plata in avans.

In cazul emiterii unei scrisori de garantie bancara, in favoarea Vanzatorului, comenzile emise de catre Cumparator vor fi onorate numai in masura in care garantia constituita prin scrisoare de garantie bancara va putea fi activata in termenele de plata solicitate pentru fiecare comanda in parte.

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 prezentului articol, si achitarea unor alte sume cu orice titlu (dobanzi, actualizari, comisioane, speze bancare etc.).

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.

If the Seller requests from the Buyer to set up one or several of the warranties mentioned above, until the setting up of such warranty, the deliveries of Oil Products shall be performed only with payment in advance.

In the event that a bank guarantee letter is issued in favor of the Seller, the orders transmitted by the Buyer shall be carried out only to the extent to which the guarantee created under the bank guarantee letter may be enforced within the payment terms requested for each separate order.

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 this article.

Art. 6. RECEPTIA MARFII

6.1. Livrarea Carburantilor se face pe baza de receptie cantitativa si calitativa, la locatiile mentionate de catre Vanzator, in prezenta delegatului Cumparatorului. Avand in vedere ca operatiunile de masurare a produselor sunt stabilite pe unitate de 1.000 (una mie/mc) litri, la temperatura de 15 grade Celsius, in cazul in care, la solicitarea Cumparatorului, transportul este asigurat de Vanzator (conform art. 8.6 din Contract) si urmare a efectuarii transportului se constata o diferenta intre cantitatea facturata de Vanzator (la momentul transmiterii proprietatii asupra produselor petroliere in depozitele Vanzatorului) si cantitatea descarcata efectiv la Cumparator (al carei nivel este inregistrat in tichetul tiparit de debitmetrul instalat pe cisterna auto), Cumparatorul va accepta la receptie diferentele rezultate din modificarea volumului de carburant in functie de factori externi (cum ar fi diferente de temperatura si/sau consumurile tehnologice legate de depozitare, manipulare, transport si distributie produse petroliere). In cazul in care diferenta constatata depaseste 0,2% din volumul livrat, Vanzatorul va analiza conditiile in care au fost livrate produsele petroliere pentru operatiunea de transport in

Art. 6. ACCEPTANCE OF THE GOODS

6.1. The delivery of Fuels shall be made based on the qualitative and quantitative reception, in the locations mentioned by the Seller, in the presence of the Buyer's delegate. Given that the products measurement operations are established per unit of 1,000 (one thousand/cubic meter) liters, at a temperature of 15 Celsius degrees, in case that, upon the Buyer's request, the transport is provided by the Seller (according to Art. 8.6 hereof) and as a result of the performance of the transport, a difference is established between the quantity invoiced by the Seller (upon the transmission of the property over the oil products in the Seller's deposits) and the quantity actually unloaded at the Buyer's location (whose level is registered in the ticket printed by the debit meter installed on the tanker), the Buyer shall accept upon receipt the differences resulted from the modification of the volume of fuel according to external factors (such as differences related to temperature and/or technological consumptions related to storage, handling, transport and distribution of oil products). In case the established difference exceeds 0.2%

Docusign Envelope ID: BDBFC87F-077B-80DC-81D3-10CEDB1A693C

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA
phone: +(40) 213 030 800
email: office@rompetrol.com
www.rompetrol.ro

parte. In cazul in care cantitatea transportata este mai mica de 3000 litri, Vanzatorul va analiza conditiile in care au fost livrate produsele petroliere pentru operatiunea de transport in parte in cazul in care diferenta depaseste 1% din volumul livrat.

6.2. Proba cantitatii si calitatii se face cu (i) nota de greutate, (ii) aviz de insotire a marfii, (iii) declaratie de conformitate emisa de catre Rompetrol Quality Control si (iv) raport de incercare.
6.3. Caracteristicile calitative ale Carburantilor sunt prevazute in specificatiile standard, conform Anexei nr. 3 la prezentul Contract.

Art. 7. GARANTII
7.1. Carburantii vanduti de catre Vanzator sunt produsi de catre ROMPETROL RAFINARE, care are implementat un sistem integrat de management calitate-mediu-sanatate si securitate in munca, certificat de GERMANISCHER LLOYD CERTIFICATION, in conformitate cu standardele:
ISO ISO 9001:2008- certificat nr. 177025-2015-AQ-ROU-RvA / 25.06.2015
ISO ISO 14001:2004 - certificat nr. 177026-2015-AE-ROU-RvA / 25.06.2015
OHSAS 18001:2007 – certificat nr. 177024-2015-AHSO-ROU-RvA /25.06.2015
7.2. Incercarile pentru Carburanti sint efectuate in laboratorul de incercari din cadrul Rompetrol Quality Control, acreditat de RENAR, in conformitate cu SR EN ISO/CEI 17025 din:2005 si are certificatul nr. LI 333/17.02.2016.
7.3. Termenul de garantie al Carburantilor este prevazut in declaratia de conformitate care insoteste marfa.
7.4. Cumparatorul este obligat sa manipuleze, sa depoziteze, sa foloseasca si sa conserve Carburantii conform prevederilor standardelor, Vanzatorul neraspunzind pentru daunele pricinuite de nerespectarea acestor prevederi.
7.5. Cumparatorul este obligat ca in Cuva sa depoziteze doar Carbuanti cumparati de la Vanzator. In caz contrar, Vanzatorul va reintra in folosinta Cuvei si o va ridica de la locul amplasarii acesteia in termen de 10 zile de la data constatarii incalcarii obligatiei asumate de catre Cumparator in prezentul articol si nu va raspunde de calitatea Carburantilor.
7.6. In cazul nerespectarii prevederilor art. 7.5. de mai sus, Cumparatorul va plati cu titlu de clauza penala suma de 5.000 EUR, iar Vanzatorul va avea dreptul sa rezilieze unilateral prezentul Contract, fara punere in intarziere si fara interventia instantelor judecatoresti, pe baza unei notificari scrise transmise Cumparatorului.

from the delivered volume, the Seller shall analyze the terms under which the oil products were delivered for such transport operation. Should the delivered quantity be lower than 3,000 liters, the Seller shall analyze the conditions in which the oil products were delivered in terms of transportation separately if the difference exceeds 1% of the delivered volume.
6.2. The quantity and quality testing shall be made by (i) the weight note, (ii) the goods accompanying notice, (iii) the compliance statement issued by the Rompetrol Quality Control and (iv) the trial report.
6.3. The qualitative characteristics of the Fuels are provided in the standard specifications, according to Annex no. 3 hereto.

Art. 7 GUARANTEES
7.1. The Fuels sold by the Seller are produced by ROMPETROL RAFINARE, which implemented an integrated system for quality management-environment-labor health and security, certified by GERMANISCHER LLOYD CERTIFICATION, in accordance with the following standards:
ISO ISO 9001:2008- certificate no. 177025-2015-AQ-ROU-RvA / 25.06.2015
ISO ISO 14001:2004 - certificate no. 177026-2015-AE-ROU-RvA / 25.06.2015
OHSAS 18001:2007 – certificate no. 177024-2015-AHSO-ROU-RvA /25.06.2015
7.2. The trials for the Fuels are made in the trials lab within Rompetrol Quality Control, accredited by RENAR, in accordance with SR EN ISO/CEI 17025 from: 2005 and it has certificate no. LI 333/17.02.2016.
7.3. The guarantee term of the Fuels is provided in the compliance statement accompanying the goods.

7.4. The Buyer shall handle, store, use and preserve the Fuels according to the standards, and the Seller shall not be liable for the damages caused by the failure to observe such provisions.

7.5. The Buyer shall store in the Tub only Fuels purchased by the Seller. Otherwise, the Seller shall reacquire possession of the Tub and take it from its location within 10 days from the establishment of the breach of the obligation assumed by the Buyer herein and shall not be liable for the quality of Fuels.

7.6. In case of failure to observe the provisions of Art. 7.5. above, the Buyer shall pay as criminal clause the amount of EUR 5,000, and the Seller shall have the right to unilaterally terminate this Contract, without notification and without court's intervention, based on a written notification sent to the Buyer.

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

Art. 8. EXPEDIEREA SI TRANSPORTUL

8.1. Expedierea Carburantilor se face prin mijloace auto, asigurate de Cumparator si in prezenta delegatului acestuia. Cumparatorul raspunde de gradul de curatenie al mijlocului de transport si are obligatia (i) de a trimite la incarcat numai autocisterne care sint in conformitate cu prevederile "Acordului european referitor la transportul rutier international de marfuri periculoase (ADR)", (ii) de a instrui conducatorii auto si de a-i dota cu echipament corespunzator pericolului prezentat de produsul petrolier transportat. Vanzatorul va inainta Cumparatorului un exemplar din fisa de siguranta, prezentat in Anexa nr. 4 la prezentul Contract, pentru a fi inaintata soferilor, in scopul instruirii acestora cu responsabilitatile care deriva din tipul de marfa transportata.

8.2. Cheltuielile de transport sunt in sarcina Cumparatorului .

8.3. Carburantii sunt livrati pe data incarcarii in mijlocul de transport, confirmata prin avizul de insotire a marfii si scrisoarea de trasura.

8.4. Vanzatorul este obligat sa anexeze la documentele de transport (i) nota de greutate (daca este cazul), (ii) avizul de insotire a marfii, (iii) scrisoarea de trasura, (iv) declaratia de conformitate si (v) raportul de incercari.

8.5. Carburantii sunt transportati pe riscul Cumparatorului.

8.6. La cererea Cumparatorului, in functie de disponibilitatile concrete, Vanzatorul va putea asigura de asemenea servicii de transport a produselor petroliere achizitionate din depozitele sale, prin intermediul unor societati specializate pentru astfel de operatiuni, cu care Vanzatorul are incheiate contracte de prestari servicii in acest sens. Pretul perceput de catre Vanzator pentru intrmedierea serviciilor de transport va fi pretul afisat in depozitele Vanzatorului, valabil in ziua livrarii produselor petroliere. Preturile se exprima in lei/mc, plus TVA.

8.7. Intermedierea transportului se va face in limita capacitatilor de transport disponibile, iar Vanzatorul nu isi asuma raspunderea pentru nelivrarea in termenul solicitat din cauze care nu tin de vointa sa, si pentru efectele generate de respectivele intarzieri.

8.8. Reclamatiile privind calitatea carburantului livrat pot fi depuse de catre Cumparator, in scris, in termen de cel mult 30 de zile de la data livrarii, termen care, conform vointei Partilor, constituie termen de decadere. Reclamatia nu constituie motiv pentru nerespectarea obligatiilor de plata ale Cumparatorului, in sensul ca obligatia de plata a intregii facturi sau a pozitiilor reclamate din factura nu se suspenda. Vanzatorul are obligatia sa raspunda in scris, in termen de 30 zile de la data primirii reclamatiei si a documentelor justificative. Vanzatorul este exonerat de orice raspundere in cazul in care Cumparatorul utilizeaza in perioada de iarna carburant avand o temperatura limita de filtrabilitate (TLF)

Art. 8. FORWARDING AND TRANSPORT

8.1. The forwarding of Fuels shall be made by vehicles provided by the Buyer and in the presence of its delegate. The Buyer shall be liable for the cleanness of the transportation means and shall (i) send for loading only tankers which are in compliance with the provisions of the "European Agreement concerning the international carriage of dangerous goods (ADR)", (ii) train drivers and endow them with equipment adequate to the danger represented by the transported oil product. The Seller shall hand over to the Buyer one copy of the safety sheet, presented in Annex no. 4 hereto, to be handed over to the drivers, in view of training them on the responsibilities deriving from the type of transported goods.

8.2. The transport expenses shall be on the Buyer's account.

8.3. The Fuels shall be delivered on their loading date in the transportation means, confirmed by the goods accompanying notice and the consignment note.

8.4. The Seller shall attach to the transport documents (i) the weight note (if applicable), (ii) the accompanying note of the goods, (iii) the consignment note, (iv) the compliance statement and (v) the test report.

8.5. The fuels are transported on the Buyer's risk.

8.6. At the Buyer's request, according to the concrete availabilities, the Seller may provide such services related to the transport of the oil products purchased from its warehouses, through certain companies specialized in such operations with which the Seller concluded service supply contracts in this regard. The price charged by the Seller for the intermediation of the transport services shall be the price displayed in the Seller's warehouses, valid on the delivery date of oil products. Prices shall be expressed in lei/cubic meter, plus VAT.

8.7. The intermediation of the transportation shall be made within the limit of the available transport capacities, and the Seller assumes no liability for the failure to deliver within the required term for causes beyond its will, and for the effects generated by such delays.

8.8. The complaints regarding the quality of the delivered fuel may be submitted by the Buyer, in writing, within a term of 30 days as of the invoicing date, a term that according to the will of the Parties is a limitation term. 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 invoice complained about shall not be suspended. The Seller shall be under the obligation to answer in writing, within 30 days as of the date of receiving the complaint and the relevant documents. The Seller is exonerated from any liability if the Buyer uses in winter fuel with a filterable temperature limit (TLF) that does not correspond to the actual recorded temperatures, or

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

necorespunzatoare temperaturilor inregistrate efectiv, sau un amestec de carburant avand TLF corespunzator si carburant avand TLF necorespunzator.

Art. 9. COMODATUL ASUPRA CUVEI

9.1. Vanzatorul ramane pe intreaga durata contractuala proprietarul Cuvei, a carei folosinta o transmite gratuit Cumparatorului, conform prevederilor art. 1.4 de mai sus, exclusiv pe durata prezentului contract. Cuva va fi transmisa catre Cumparator in termen de 21 de zile de la data incheierii prezentului Contract, cu conditia ca in aceasta perioada Cumparatorul sa isi respecte obligatiile asumate conform art. 9.3. de mai jos, si sa finalizeze lucrarile necesare pntru montarea Cuvei, incluzand realizarea platformei conform specificatiilor tehnice din memoriul tehnic transmis de catre Vanzator, bransamente si lucrari de impamantare, precum si orice alte lucrari necesare pentru instalarea Cuvei. In cazul in care Cuva nu poate fi instalata in termen de 21 de zile de la data incheierii prezentului Contract, din cauze imputabile Cumparatorului, atunci acesta va fi obligat sa plateasca suma de 5.000 EUR cu titlu de daune-interese pentru prejudiciul adus Vanzatorului, iar Vanzatorul va avea dreptul de a denunta prezentul contract, pe baza unei notificari scrise transmise Cumparatorului.

9.2. Vanzatorul poate oricand sa recupereze Cuva de la Cumparator, in eventualitatea in care investitia specifica nu mai este in interesul Vanzatorului. Pentru a stabili daca o investitie este in propriul interes, Vanzatorul va examina, pe langa alte criterii, realizarea sau nerealizarea de catre Cumparator a volumelor de vanzare prevazute la art. 1.4., si plata acestora conform art. 4 din prezentul Contract.

9.3. Cumparatorul, in calitate de comodatar asupra Cuvei, se obliga:

a) sa puna la dispozitia Vanzatorului cu titlu gratuit o suprafata de _____ m^2 si platforma aferenta Cuvei, pe care o va construi conform specificatiilor tehnice din memoriul tehnic transmis de catre Vanzator, Anexa nr.9 la Contract;

b) sa asigure racordarea Cuvei la utilitati, respectiv energie electrica si circuite de impamantare;

c) sa foloseasca Cuva conform destinatiei prevazute sub sanctiunea de a plati daune-interese si de a suporta riscul pieirii fortuite a bunului;

d) sa ia orice masura prevazuta de legislatia in vigoare sau solicitata de catre Vanzator in vederea protejarii in orice moment a dreptului de proprietate al Vanzatorului asupra Cuvei;

e) sa conserve Cuva ca un bun proprietar si chiar mai bine decat lucrurile sale, pe care este obligat sa le sacrifice, la nevoie, in vederea conservarii lucrului imprumutat;

f) sa plateasca valoarea pagubelor cauzate de catre Cumparator sau de catre alte persoane desemnate de catre Cumparator ca utilizatori. Cumparatorul va fi responsabil de orice daune aduse Cuvei, cu exceptia uzurii si a defectiunilor normale. In cazul

a mixture of fuel with appropriate TLF and fuel with inappropriate TLF.

Art. 9. COMMODATE ON THE TUB

9.1. Throughout the contractual term, the Seller shall remain the owner of the Tub, whose use it transmits to the Buyer, free of charge, according to Art. 1.4 above, exclusively during the term hereof. The Tub shall be transmitted to the Buyer within 21 days from the conclusion hereof provided that, during such period, the Buyer observes its obligations assumed according to Art. 9.3. below and finalizes the works necessary to mount the Tub, including the achievement of the platform according to the technical specifications in the technical memorandum sent by the Seller, the connections and the earhing works, and any other works necessary for the installation of the Tub. If the Tub cannot be installed within 21 days from the conclusion hereof, for causes imputable to the Buyer, it shall be compelled to pay EUR 5,000 as damages for the prejudice brought to the Seller and the Seller shall have the right to cancel this contract, based on a written notification sent to the Buyer.

9.2. The Seller may recover the Tub from the Buyer at any time, if the specific investment is no longer in the Seller's interest. In order to establish if an investment is in its own interest the Seller shall examine, in addition to other criteria, the compliance or the non-compliance by the Buyer with the sale volumes provided in Art. 1.4., and their payment according to Art. 4 hereof.

9.3. The Buyer, in its capacity as lessee of the Tub undertakes as follows:

a) to provide to the Seller, free of charge, with an area of _____ sqm and the platform related to the Tub, which it shall build according to the technical specifications in the technical memorandum sent by the Seller, Annex no.9 hereto;

b) to provide the connection of the Tub to the utilities, *i.e.* electricity and earthing circuits;

c) to use the Tub according to the provided destination subject to the sanction to pay damages and bear the risk related to the fortuitous loss of the good;

d) to take any measure provided by the legislation in force or requested by the Seller in view of protecting at any time the ownership right of the Seller over the Tub;

e) to preserve the Tub as a good owner and even better than its own goods which it has the obligation to sacrifice in need, in view of preserving the borrowed thing;

f) to pay the value of the damages caused by the Buyer or by other persons designated by the Buyer as users. The Buyer shall be liable for any damages caused to the Tub, except for the wear

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

in care Cuva este pierduta, furata, distrusa sau deteriorata in mod ireparabil, din orice motive, Cumparatorul va instiinta cu promptitudine Vanzatorul cu privire la acest aspect, si va despagubi integral Vanzatorul. Responsabilitatea pentru daunele produse si toate cheltuielile aparute cu privire la operatiunile de intretinere, depozitare si utilizare a Cuvei in decursul termenului contractului ii revine in exclusivitate Cumparatorului.

g) sa pastreze integritatea Cuvei preluate in folosinta gratuita, sa o intretina in mod corespunzator;sa asigure utilizarea in deplina siguranta a Cuvei si sa obtina toate actele de reglementare prevazute de legislatia in materie de protectie a mediului pentru instalarea Cuvei, precum si pentru utilizarea acesteia in conditii de siguranta; Cumparatorul va fi singurul responsabil pentru indeplinirea tuturor cerintelor legale in materie de protectie a mediului, va indeplini toate masurile stabilite de autoritatile de reglementare in domeniu, si va suporta integral toate cheltuielile generate de eventualele nerespectari ale prevederilor legale de protectie a mediului in ceea ce priveste utilizarea Cuvei in incinta propriei locatii;

h) sa nu cesioneze acest contract de comodat, sa nu subinchirieze si sa nu foloseasca drepturile decurgand din prezentul contract in nici o alta modalitate, fara consimtamintul scris prealabil al Vanzatorului/comodant.

i) sa restituie, in termen de 5 zile de la cererea scrisa a Vanzatorului, pe cheltuiala proprie, Cuva, daca nu a cumparat si platit la timp cantitatile de carburanti achizitionate in conformitate cu art. 1.4. si art. 4 din prezentul Contract, in cazul mentionat la art. 9.2. precum si in cazul incetarii contractului din orice motiv. Daca refuza sa returneze Vanzatorului Cuva in termen de 10 zile de la cererea Vanzatorului in acest sens, atunci Vanzatorul este indreptatit sa primeasca penalitati de intarziere in cuantum de 0,25% din valoarea Cuvei, pe fiecare zi de intarziere. In acest caz, Vanzatorul are dreptul sa recupereze Cuva si sa factureze valoarea transportului catre Client, fara nicio alta formalitate prealabila si fara vreo alta notificare scrisa in acest sens.

j) sa ia toate masurile stabilite de lege in vederea prevenirii si stingerii incendiilor la locatia unde este instalata Cuva, si sa raspunda pentru respectarea tuturor normative in vigoare in domeniul prevenirii si stingerii incendiilor;

k) Cumparatorul nu va putea efectua in Cuva nicio lucrare care sa afecteze structura acesteia fara consimtamintul expres si in scris al Vanzatorului.

l) sa suporte cheltuielile necesare folosintei Cuvei (reparatii de intretinere, verificari tehnice etc.)

m) Vanzatorul va amplasa Cuva in locatia pusa la dispozitie de Cumparator, la urmatoarea adresa: Strada Electronicii, Nr. 44, Sector 2, Bucuresti Cumparatorul se obliga sa nu mute Cuva de la

and tear and normal defections. If the Tub is lost, stolen, destroyed or deteriorated in an irreparable manner, for any reasons, the Buyer shall promptly notify the Seller thereof and fully compensate the Seller. The liability for the caused damages and all the expenses incurred regarding the operations related to the maintenance, storage and use of the Tub during the term hereof shall be exclusively on account of the Buyer.

g) to keep the integrity of the Tub taken over for free of charge use, to adequately maintain it, to ensure the fully safe use of the Tub and to obtain all the regulating documents provided by the legislation regarding environmental protection for installing the Tub, and for using it in safe conditions; the Buyer shall be the only one liable for meeting all the legal requirements regarding environmental protection, shall take all the measures established by the regulating authorities in the field and shall fully bear all the expenses generated by the potential breaches of the legal provisions regarding environmental protection as regards the use of the Tub in its own location;

h) not to assign this commodate contract and not to sub-lease or use the rights resulting here from in any other manner without the prior written consent of the Seller/lessor.

i) to return the Tub, within 5 days from the Seller's written request, at its own expense, if it failed to purchase and pay in time the quantities of purchased fuels according to Art. 1.4. And Art. 4 hereof, in the case mentioned under Art. 9.2. and in case of contract termination for any reason. If it refuses to return the Tub to the Seller within 10 days from the Seller's demand in this regard, the Seller shall be entitled to receive delay penalties of 0.25% from the value of the Tub, for each day of delay. In this case, the Seller shall have the right to recover the Tub and to invoice the value of the transport to the Client, without any other prior formality and any other written notification in this regard.

j) to take all the measures provided by law in view of preventing and extinguishing fire at the location where the Tub is installed, and to be liable for the observance of all the rules in force in the fire prevention and extinguishment field;

k) the Buyer shall not make in the Tub any work affecting its structure without the Seller's express and written consent.

l) to pay the expenses necessary to the use of the Tub (maintenance repairs, technical verifications, etc.)

m) The Seller shall place the Tub in the location provided by the Buyer at the following address: Strada Electronicii, Nr. 44, Sector 2, Bucuresti The Buyer undertakes not to move the Tub from

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

locatia convenita, fara incuviintarea prealabila a Vanzatorului, si se obliga sa foloseasca Cuva exclusiv pentru scopul pentru care aceasta a fost livrata.

9.4. Daca in termen de 6 (sase) luni de la data incheierii contractului, Cumparatorul solicita incetarea contractului, sau daca prezentul contract este reziliat din culpa Cumparatorului, atunci Cumparatorul va plati cu titlu de daune interese suma de 5.000 Euro + TVA.

the agreed location without the prior consent of the Seller, and undertakes to use the Tub exclusively for the purpose for which it was delivered.

9.4. If, within 6 months from the contract conclusion date, the Buyer requires the termination hereof, or if this contract is terminated by the Buyer's fault, the Buyer shall pay as damages the amount of EUR 5,000 + VAT.

Art. 10 RASPUNDEREA CONTRACTUALA

10.1. Vanzatorul raspunde de executarea obligatiilor contractuale asumate, in caz contrar fiind obligat la daune interese.

10.2. Lipsa materiilor prime pentru producator exonereaza Vanzatorul de raspundere contractuala.

10.3. Cumparatorul isi exprima expres acordul cu decalarea termenului de livrare a Carburantilor in perioadale in care se inregistreaza dificultati de productie ale ROMPETROL RAFINARE, acord care are ca efect neaplicarea dispozitiilor referitoare la daunele moratorii in sarcina Vanzatorului.

10.4. Livrarea se va efectua cu respectarea de catre Cumparator a prevederilor legale privind transportul si comercializarea produselor petroliere.

10.5. In temeiul prevederilor art. 1523 Cod Civil, in cazul neindeplinirii obligatiilor la scadenta, Cumparatorul este considerat a fi in intirziere de drept fara a mai fi necesara notificare prin executor judecatoresc.

Art. 10 CONTRACTUAL LIABILITY

10.1. The Seller shall be liable for the performance of the assumed contractual obligations, otherwise it shall pay damages.

10.2. The absence of raw materials for the producer shall exonerate the Seller from any contractual liability.

10.3. The Buyer expressly agrees to the extension of the term for the delivery of the Fuels in the periods when production difficulties of ROMPETROL RAFINARE are registered, which agreement shall have as effect the non-application of the provisions regarding the late damages on account of the Seller.

10.4. The delivery shall be made subject to the Buyer's observance of the legal provisions regarding the transport and sale of oil products.

10.5. Pursuant to Art. 1523 of the Civil Code, in case of failing to perform the obligations on the due date, the Buyer shall be deemed to be in default as of right without any notification by a bailiff.

Art. 11. FORTA MAJORA

11.1. Nici una dintre partile contractante nu raspunde de neexecutarea la termen sau/si de executarea in mod necorespunzator – total sau partial – a oricarei obligatii care ii revine in baza prezentului Contract, daca aceasta a fost cauzata de forta majora, asa cum este definita de lege.

11.2. Partea care invoca forta majora este obligata sa notifice celeilalte parti, in termen de 10 zile, de la producerea evenimentului si sa ia toate masurile posibile in vederea limitarii consecintelor lui.

11.3. Daca in termen de 10 zile de la producere, evenimentul respectiv nu inceteaza, partile au dreptul sa-si notifice incetarea de plin drept a prezentului contract fara ca vreuna dintre ele sa pretinda daune - interese.

Art. 11. FORCE MAJEURE

11.1. None of the parties shall be liable for the failure to timely and/or adequately perform – in total or in part – any of its obligations hereunder, if this was caused by force majeure, as provided by law.

11.2. The invoking party shall notify the other party within 10 days from the occurrence of the event and shall take all the possible measures in view of limiting its consequences.

11.3. If, within 10 days from the occurrence, such event does not cease, the parties shall have the right to notify each other of the *de jure* termination hereof and none of them shall claim damages.

Art. 12. NOTIFICARILE INTRE PARTI

12.1. In cazul in care partile nu au convenit altfel, orice notificare, cerere, comunicare sau informare facuta de una din parti:

a) va fi redactata in scris si depusa personal de parte sau expediata prin scrisoare recomandata cu confirmare de primire sau prin alt mijloc de comunicare care asigura confirmarea receptionarii documentului, la adresele urmatoare:

Art. 12. NOTICES BETWEEN THE PARTIES

12.1. Unless the parties agreed otherwise, any notification, request, communication or information made by either party:

a) shall be drafted in writing and personally submitted by the party or sent by registered letter with acknowledgement of receipt or through other communication means ensuring the confirmation

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

Pentru ROMPETROL DOWNSTREAM SRL
Adresa: 013702, Bucuresti, Piata Presei Libere nr. 3-5, City Gate Northern Tower Building, etaj 2, sector 1
Fax: 021.206.75.94;
Tel: 02
E-mail: @rompetrol.com;
BackofficeWholesale@rompetrol.com
Persoana de contact: A

Pentru URBIA SECTOR 2 SA
Adresa de corespondenta: Strada Electronicii, nr 44, sector 2, Bucuresti
Tel. 07
E-mail: office@urbiasector2.ro
Persoana de contact: L

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

b) 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).

12.2. Pentru evitarea oricarui dubiu, orice act din cele mentionate la pct. 12.1 de mai sus, va trebuie sa fie emis cu respectarea termenilor si conditiilor prevazute in prezentul contract.

12.3 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. 12.1 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 celeilalte parti executarea vreunei obligatii, indiferent de natura acesteia, ca urmare a emiterii unui act cu incalcarea dispozitiilor prezentului articol.

12.4. 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.

of the document receipt, to the following addresses:

For ROMPETROL DOWNSTREAM SRL
Address: 013702, Bucharest, 3-5 Piata Presei Libere, City Gate Northern Tower Building, 2nd floor, District 1
Fax: 021.206.75.94;
Tel: 02
E-mail @rompetrol.com;
BackofficeWholesale@rompetrol.com
Contact person: A

For URBIA SECTOR 2 SA
Address Strada Electronicii, nr 44, sector 2, Bucuresti
Tel. 07
E-mail: office@urbiasector2.ro
Persoana de contact: L

shall include a specification regarding the contact number granted by the Seller;

b) shall be deemed as received, unless otherwise provided herein, upon handing over, if personally submitted by any party, upon the receipt by the recipient, if sent by registered letter with acknowledgement of receipt, or upon the receipt of the confirmation by the sender, if the communication is made by fax (provided that the transmission is not made in a non-business day, in which case it shall be deemed to be received at the first hour of the next business day).

12.2. For the avoidance of any doubt, any deed, above mentioned at paragraph no.12.1, should be issued by the observance of the terms and conditions provided within this agreement.

12.3 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.12.1 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 arosen 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.

12.4. 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.

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

Art. 13 INCETAREA SI MODIFICAREA CONTRACTULUI

13.1. Contractul inceteaza ca urmare a urmatoarelor cauze:

a) hotararea comuna a partilor;
b) incetarea duratei pentru care s-a incheiat Contractul;
c) reziliere pentru neindeplinirea sau indeplinirea necorespunzatoare a obligatiilor contractuale;
d) hotararea definitiva si irevocabila a unei instante judecatoresti;
e) alte cauze prevazute de lege sau de prezentul contract.
f)

13.2. Pe parcursul executarii Contractului modificarea acestuia se face cu acordul ambelor parti contractante.

13.3. 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 a achizitionat cantitatile de produse petroliere asumate in conformitate cu art. 1.4. din prezentul Contract sau 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. 13 TERMINATION AND AMENDMENT OF THE CONTRACT

13.1. This Contract shall terminate as a result of the following causes:

a) the common decision of the parties;
b) the end of the term for which the Contract was concluded;
c) termination for the failure to perform or to adequately perform the contractual obligations;
d) the final and irrevocable decision of a court;
e) other causes provided by law or this contract.

13.2. During the enforcement hereof, it may be amended subject to the consent of both contracting parties.

13.3. 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 purchase the oil products quantities assumed according to art. 1.4. of this Contract or 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. 14. CONFIDENTIALITATE

14.1. 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 acordului ambelor parti, cu exceptia cazului in care informatiile sau documentele sunt cerute prin lege, sub sanctiunea platii de daune-interese pentru prejudiciile cauzate.

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

Art. 14. CONFIDENTIALITY

14.1 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.

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

Art. 15 Protectia datelor cu caracter personal

15.1 Datele cu caracter personal ale reprezentanților Partilor, la care Rompetrol / URBIA SECTOR 2 SA, in calitate de operatori de date, sau persoanele împuternicite, care prelucrează date cu caracter personal, vor avea acces în derularea prezentului contract, se vor prelucra in condițiile Regulamentului (UE) 2016/679 - privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter

Art. 15 Protection of the personal data

15.1 The personal data of the representatives of the Parties, to which Rompetrol/ URBIA SECTOR 2 SA, as data controller, or its persons empowered to process personal data, shall have access to, during the performance of this agreement, shall be processed as per the conditions of the (EU) Regulation 2016/679 – on the protection of natural persons 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).

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

personal şi privind libera circulaţie a acestor date şi de abrogare a Directivei 95/46/CE (Regulamentul general privind protecţia datelor).

15.2 Partile nu prefigureaza ca in baza prezentului Contract sa fie transmise alte date cu caracter personal decat informatiile de contact ale persoanelor implicate in executarea Contractului din partea Partilor, afiliatilor sau subcontractorilor acestora, respectiv a reprezentantilor legali/imputernicitilor acestora, respectiv nume, prenume, functia, adresa de business, nr. de telefon si email de business.

15.3 Operatorul de date va prelucra datele cu caracter personal ale celeilalte Parti/reprezentanților celeilalte Parti în scopul executării acestui Contract, precum si pentru a-și îndeplini obligațiile care îi sunt impuse de legislația aplicabilă, precum si in scopuri legitime, cum ar fi prevenirea fraudei, realizarea raportărilor interne, aplicarea masurilor de analiza a clientelei conform legislației aplicabile etc., in condițiile Regulamentului General privind protecția datelor.

15.4 Partile au obligația de a informa direct, conform art. 12 si 13 din Regulamentul General privind protecția datelor, reprezentanții sau salariații săi împuterniciți in relația cu Rompetrol, respectiv URBIA SECTOR 2 SA cu privire la prelucrarea datelor lor de către cealalta parte, pentru scopuri de gestionare a Contractului, pentru verificările si raportările prevăzute de legislația aplicabila, pentru îndeplinirea unei obligații legale, cum ar fi Legea nr. 656/2002 pentru prevenirea si sancționarea spalarii banilor, precum si pentru instituirea unor masuri de prevenire si combatere a finanțării actelor de terorism, precum si in alte scopuri legitime in funcție de relația contractuala.

15.5 Partile vor asigura standardele de securitate cu privire la datele cu caracter personal, așa cum prevede articolul 32 din Regulamentului General privind protecția datelor. Astfel Partile se obligă sa ia și să aplice toate măsurile tehnice și operaționale adecvate în vederea protejării datelor cu caracter personal împotriva oricăror distrugeri accidentale sau ilegale, pierderi, modificări, dezvăluiri sau acces neautorizat și împotriva procesării ilegale.

15.6 Persoanele vizate ale căror date sunt prelucrate astfel de Parti au drepturile prevăzute de către articolele 15 -22 din Regulamentului General privind protecția datelor, respectiv:

- dreptul de acces la date conform art. 15;
- dreptul de rectificare a datelor, conform art. 16;
- dreptul de ștergere a datelor, conform art. 17;
- dreptul la restricționarea datelor, conform art. 18;

15.2 The parties do not prefigure that based on the Contract to be transmited other personal data than the contact information of the persons involved in the execution of the Contract by the Parties, their affiliates or their sub-contractors, or their legal representatives / agents, namely the name, surname, function, business address, no. phone and business email.

15.3 The data controller shall process the personal data of the other Parties/the other Parties Representatives for the purpose of performing this Agreement, and in order to fulfill the obligations required by the law applicable, as well as for legitimate purposes, such as fraud prevention, setting up internal reporting, implementation of the customer analysis measures as per the law applicable, etcetera, under the conditions of the General Regulation on data protection.

15.4 Parties have the obligation to directly inform, as per art. 12 and 13 of the General Regulation on data protection, its representatives or its empowered employees in the relation with Rompetrol, respectively URBIA SECTOR 2 SA with regard to their data processing by the other Party, for purposes of management of the agreements concluded by the Client with the Company [....], and represented by them, for the examinations and reporting provided by the law applicable, for the fulfillment of a legal obligation, such as Law 656/2002 on the prevention and sanctioning of money laundering, as well as on setting up certain measures for the prevention and combating terrorism financing, as well as for other legitimate purposes depending on the contractual relationship.

15.5 The Parties shall guarantee the security standards with regard to personal data, as provided for by 32 of the General Regulation on data protection. Therefore, the Parties undertakes to take and implement all the technical and operation measures appropriate in the interest of personal data protection against any and all destruction or illegal loss, amendments, disclosures or unauthorized access and against their illegal processing thereof.

15.6 The data subjects whose data are thus processed by the Parties have the rights provided for by articles 15 -22 of the General Regulation on data protection, respectively:

- Right to access personal data as per art. 15;
- Right to data rectification, as per art. 16;
- Right of data erasure (right to be forgotten), as per art. 17;
- Right to restriction of processing, as per art. 18;
- Right to data portability, as per art. 20;

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

- dreptul la portabilitatea datelor, conform art. 20;
- dreptul de a obiecta, conform art. 21;
- dreptul de a nu fi supus unei decizii individuale automatizate, inclusiv profilare, conform art. 22;
- dreptul de a vă adresa Autorității Naționale pentru Supravegherea Prelucrării Datelor cu Caracter Personal și justiției.

15.7 Toate aceste drepturi pot sa fie exercitate de catre persoana vizata printr-o cerere scrisă, semnată si datată, transmisă la urmatoarele date de contact:
(i) Societatea Rompetrol Downstream SRL,
Sediu: Bucuresti, Piata Presei Libere nr. 3-5, Cladirea City Gate Turnul de Nord, et. 2, sector 1;
Adresa de email : dataprotection@rompetrol.com
(ii) Societatea URBIA SECTOR 2 SA
Sediu Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204
Adresa de email office@urbiasector2.ro

15.8 Partea va răspunde acestei solicitări în termen de 30 de zile în condiţiile prevăzute de Regulamentul General privind protecţia datelor.
15.9 De asemenea, Responsabilului cu protecția datelor al fiecarei Parti poate fi contactat, prin posta, la adresa sediului Partii, menționând ca destinatar pe plicul de corespondenta numele Societatii, in atentia „Responsabilului cu protecția datelor".

Art. 16 DISPOZITII FINALE
16.1. Nicio utilizare, mentionare si/sau inserare a vreunei marci a Vanzatorului si/sau a oricarei alte marci detinute de o societate din cadrul Grupului de societati KMG Rompetrol (indiferent daca aceasta marca este reprezentata de un semn distinctiv, elemente de reprezentare grafica, logo, denumiri de produse, fraze, elemente figurative, combinatii de culori sau orice alta combinatie care defineste si distinge marcile KMG Rompetrol si/sau orice alte marci detinute de o societate din cadrul Grupului de societati KMG Rompetrol) nu va fi efectuata de catre Cumparator fara a avea in prealabil acordul scris si expres al Vanzatorului.
16.2. Prezentul contract este guvernat de legea romana.
16.3. 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.

- Right to object, as per art. 21;
- the right not to be subject to a decision based solely on automated processing, including profiling, as per art. 22;
- Right to address the National Supervisory Authority for Personal Data Processing and the courts of law;

15.7 All these rights can be exercised by a written application, signed and dated, by the data subject, sent at the following data contact:
(i) Company Rompetrol Downstream SRL,
Headquarter: Bucharest, 3-5 Piata Presei Libere, City Gate Bulding, Northern Tower, second floor, first floor;
Email address: dataprotection@rompetrol.com

(ii) Company URBIA SECTOR 2 SA
Headquarter Strada Chiristigiilor, nr. 11-13, Etaj 2, Biroul 204
Email address office@urbiasector2.ro

15.8 The Party shall formulate a response letter within 30 days under the conditions provided for by the General Regulation on data protection.
15.9 Furthermore, the Party Data protection officer can be contacted by mail, at the Party headquarters address, mentioning as addressee on the correspondence envelope "Company [....] – Data protection officer".

Art. 16 FINAL PROVISIONS
16.1. No use and/or mention and/or insertion of Seller's trademarks and/or of any other trademark held by a company of the KMG Rompetrol Group (irrespective of whether it is represented by a distinctive signs, graphic representation elements, logos, product names, phrases, figurative elements, color combinations or any combination thereof defining and distinguishing the KMG Rompetrol trademarks and/or any other trademark held any one of the companies of the KMG Rompetrol Group) shall be performed by the Buyer without the prior written and clear consent of the Seller.

16.2. This contract shall be governed by the Romanian laws.
16.3. 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.
16.4. Any dispute arising out in connection with the performance hereof, including those regarding the validity, interpretation or cancellation of this

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

16.4. Orice disputa aparuta in legatura cu executarea prezentului contract, inclusiv cele referitoare la valabilitatea, interpretarea sau anularea acestui document, va fi solutionata pe cale amiabila. In cazul in care partile nu ajung la o solutie amiabila, disputele vor fi supuse spre solutionare instantelor judecatoresti competente de la sediul Vanzatorului.

16.5. In cazul in care obiectul litigiului il constituie pretentii deduse judecatii in materie de proprietate industriala sau intelectuala decurgand din sau in legatura cu incheierea, executarea, anularea sau incetarea prezentului contract, care ar fi de competenta instantelor judecatoresti de drept comun, sau orice alte litigii pentru care, potrivit legii aplicabile, se prevede competenta exclusiva a instantelor judecatoresti, partile convin expres ca aceste litigii vor fi solutionate de instanta judecatoreasca competenta material de la sediul Rompetrol.

16.6 Persoanele fizice care au semnat Contractul, fie olograf fie utilizand o semnatura electronica, in oricare dintre modalitatile prevazute mai jos, declara 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.

16.7 Partile convin expres ca prezentul Contract poate fi semnat de reprezentantii legali ai fiecarei parti sau imputernicitii acestora atat olograf, cat si utilizand o semnatura electronica. Indiferent de formalitatea aleasa de parti pentru semnarea Contractului, partile convin expres ca toate exemplarele Contractului (in format electronic sau fizic, pe suport de hartie- semnat olograf sau printat) au aceeasi forta juridica.

16.8 Fiecare parte garanteaza ca semnatura electronica aplicata de fiecare dintre persoanele fizice semnatare este alocata reprezentantilor sai indreptatiti conform legii aplicabile si/sau actelor statutare sa reprezinte legal partea respectiva, sau imputernicitilor acestora, dupa caz. Prin *„semnatura electronica"* in intelesul prezentului Contract este definita modalitatea de semnare in format electronic a inscrisurilor in baza unui certificat digital calificat nesuspendat sau nerevocat la momentul respectiv şi generată cu ajutorul unui dispozitiv securizat de creare a semnăturii electronice eliberat de un furnizor autorizat conform legislatiei aplicabile fiecarei parti prin care respectivul inscris semnat electronic este asimilat, în ceea ce priveşte condiţiile şi efectele sale, cu înscrisul sub semnătură privată.

16.9. Contractul a fost incheiat in doua exemplare, cate un exemplar pentru fiecare parte, semnate de reprezentantii legali ai celor doua parti. Prezentul contract a fost incheiat in limba romana si in limba engleza. In cazul in care exista neconcordante intre Contract shall be amicably settled. If the parties cannot reach an amicable settlement, the disputes shall be referred for settlement to the competent court holding jurisdiction at the Seller's headquarters.

16.5. If the object of the litigation is represented by claims subject to judgment in industrial or intellectual property issues arising from or related to the conclusion, enforcement, cancellation or termination hereof, which would be of the competence of common law courts, or any other disputes for which, according to the applicable law, the exclusive competence of courts is provided, the parties expressly agree that such disputes shall be settled by the materially competent court within the area of which Rompetrol's headquarters are located.

16.6 Natural persons who have signed the Contract, be it by hand or by using an electronic signature, by any of the methods provided hereunder, state to having the right to legally represent the signatory legal persons as per the law and their own statutory documents and take full legal liability should the lack of representative capacity be invoked.

16.7. The parties expressly agree for this Contract to be signed by the legal representatives of each party or their proxies thereof, by hand or by using an electronic signature. Irrespective of the method chosen by the parties for the signing of this Contract, the parties expressly agree that all the copies of the Contract (in hard copy or electronic format, on paper – signed by hand or electronically) have the same force of evidence.

16.8 Each party warrants that the electronic signature applied by each of the signatory natural persons is allocated to its rightful representatives as per the law applicable and/or the statutory documents to legally represent the respective party, or to their proxies thereof, as the case may be. By *"electronic signature"*, to the meaning of this Contract, is defined the electronic document signing method based on a qualified digital certificate unsuspended or non-revoked at the respective moment and generated by a secure device for creating an electronic signature delivered by an authorized provider as per the law applicable to each party, by which the respective electronically signed document is incorporated, with regards to its conditions and effects, with the document under private signature.

16.9 The contract was concluded in two originals, one original for each party, signed by the legal representatives of the two parties. This Contract was concluded both in the Romanian and English languages. In case of discrepancies between the Romanian and the English version, the Romanian version shall prevail

16.10. The following annexes shall be an integral part hereof:

Annex no. 1 - Fuels, quantities and delivery terms

Docusign Envelope ID: BDBFC87F-077B-80DC-81D3-10CEDB1A693C

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA
phone: +(40) 213 030 800
email: office@rompetrol.com
www.rompetrol.ro

versiunea in limba romana si cea in limba engleza, versiunea in limba romana va prevala.

16.10. Urmatoarele anexe fac parte integranta din prezentul contract:

Anexa nr. 1 - Carburanti, cantitati si termene de livrare

Anexa nr. 2 – Conditii comerciale

Anexa nr. 3 Specificatii standard/licenta de produs:

-3.1. SS-3MS/2017, Rev.2/12.12.2017. EFIX DIESEL (2 pag.)

-3.2. CC/Licenta – RAR-OCP nr. 3945/10.11.2020

Anexa nr. 4 – Fise tehnice de securitate: FDS-01-2119484664-27-0087/02.10.2017: pentru motorine

Anexa nr. 5 – Caracteristici Cuva

Anexa nr. 6 – Kiturile VIU (componente, mod de utilizare, preturi) si Kiturile Easy Ring – proceduri privind folosirea Kiturilor VIU si Kiturilor Easy Ring Rompetrol Downstream

Anexa nr. 7 – Transport, instalare, punere in functiune Cuva

Anexa nr. 8 – Servicii alimentare si control/Mentenanta

Anexa nr. 9 – Memoriu Tehnologie si Montaj Tehnologic

Anexa nr. 10 – Proces Verbal disponibilitate spatiu

Anexa nr. 11 – Proces Verbal de receptie la terminarea lucrarilor de instalare

Anexa nr. 12 – Proces verbal PIF

Anexa nr. 13 – Pasi sumar receptie carburant in Cuva

Anexa nr. 14 - Chestionar identificare partener de afaceri (PA).

Annex no. 2 – Commercial conditions

Annex no.3 –Standard specifications/product license:

- 3.1. SS-3MS/2017, Rev.2/12.12.2017. EFIX DIESEL
- 3.2. CC/License – RAR-OCP no. 3945/10.11.2020

Annex no. 4 – Technical security sheets: FDS-01-2119484664-27-0087/02.10.2017: for Diesel oils

Annex no. 5 – Characteristics of the Tub

Annex no. 6 –VIU Kits (components, use manner, prices) and Easy Ring Kits– procedures regarding the use of VIU Kits and Easy Ring Kits of Rompetrol Downstream

Annex no. 7 – Tub transportation, installation, commissioning

Annex no. 8 – Fueling and control services /Maintenance

Annex no. 9 – Technology and technological assembly memorandum

Annex no. 10 – Space availability minutes

Annex no. 11 – Minutes at the end of installation works

Annex no. 12 – Commissioning minutes

Annex no. 13 – Summarized steps for fuel receipt in the Tub

Appendix no. 14 - Business Partner Questionnaire

V A N Z A T O R/SELLER,

Rompetrol Downstream SRL

A

Derulant/Contract Owner

CUMPARATOR/BUYER,

URBIA SECTOR 2 SA

Signed by:

F

Docusign Envelope ID: BDBFC87F-077B-80DC-81D3-10CEDB1A693C

rompetrol | KazMunayGas Group Member

ROMPETROL DOWNSTREAM S.R.L.
3 -5 Piata Presei Libere
2nd Floor
City Gate Northern Tower
Bucharest, 013702, ROMANIA

phone: +(40) 213 030 800
email: office@rompetrol.com

www.rompetrol.ro

ANEXA NR. 1 **APPENDIX NO. 1**

La CONTRACT Nr. 5487 / 22-Jul-26 **To CONTRACT NO. 5487 / 22-Jul-26**

PRODUS	TERMEN LIVRARE	CANTITATE m^3	PRODUCT	DELIVERY TERM	QUANTITY m^3
Diesel Euro 5	SEMESTRU	60 m^3	Diesel Euro 5	SEMESTER	60 m^3

FORMULAR DE COMANDA CARBURANT ROMPETROL

Comanda (acest fisier EXCEL atasat mail-ului) se trimite la Back Office Rompetrol Downstream, email backofficewholesale@rompetrol.com pana cel tarziu la ora 13:00 pentru a fi livrata a doua zi.
Comenzile prin fax trebuie transmise la nr de fax 021.206.75.94 si vor fi procesate conform mentiunilor din fisierul "Instructiuni de

Datele urmatoare se completeaza de catre CLIENT:

	Data comanda	23-Apr-14 format: LL/ZZ/AA
Complet.	**Nume Companie**	
Complet.	**Cod Fiscal**	
Complet.	**Adresa livrare**	
Complet.	**Localitate livrare**	
Complet.	**Judet livrare**	
Complet.	**Nume persoana de contact**	
Complet.	**Functie persoana de contact**	
Complet.	**Telefon**	
Complet.	**Fax**	
Complet.	**Adresa de email**	
Complet.	**Tip client**	
Complet.	**Depozitul de unde se livreaza**	
Complet.	**Data de livrare**	
Complet.	**Alegeti tipul de comanda**	
Complet.	**Alegeti tipul de transport**	
	Observatii transport (ptr Rompetrol)	
Complet.	**Doriti factura proforma?**	
Complet.	**Modalitate de plata**	
	Mentionati termenul de plata (zile)	

Alegeti doar valori din lista de mai jos (click pe sageata)

COMANDA CARBURANT

COMPLETATI CANTITATILE!	Cantitate comandata (litr
BENZINA EUROPLUS FARA PLUMB	
EFIX BENZINA 95	
EFIX S BENZINA 98	
EFIX MOTORINA 51	
SUPER DIESEL EURO 5	
EFIX MOTORINA 51 WINTER	
MOTORINA EURO 5 WINTER DIESEL	
EFIX S MOTORINA 55	

format: LL/ZZ/AA

Back Office poate fi contactat la urmatorul nr de telefon: 021 599 52 55

Semnatura si stampila client
(* doar pentru cele trimise prin fax)