

Name of the project:
"Expansion of the vehicle production capacity"
Objective: Building for Painting
Name of the business: LOT 8

Works Contract / Order
No . _____ data _____

1. The Contracting Parties

1. Automobile DACIA S.A., Mioveni, No. 1 Uzinei Street, postal code 115400, code of fiscal registration RO 160796, registration number J03/81/1991, bank account RO98BRDE030SV05762610300, opened at BRD, Argeş branch, phone no. 0040248500000, represented by Flavio ALMEIDA, Director of Purchases, Romania, as the Purchaser, on the one hand,
and

..... *economic operator's name* address.....
.....phone/fax registration number
..... code of fiscal registration..... account (treasury, bank)
..... represented by
..... (name of the manager), position as the Contractor, on the other hand.

2. Definitions

2.1 - In this contract the following terms shall mean:

- a. **Contract** - this agreement and all the Annexes to it;
- b. **Purchaser and Contractor** - the Contracting Parties, as they shall be named in this contract;
- c. **Price of the contract** - the price paid by the Purchaser to the Contractor under the contract, for the full and proper performance of all the obligations of the latter under the contract;
- d. **location (site) of the works** - the place where the works are to be performed;
- e. **Force majeure** - is a circumstance of foreign origin, with an extraordinary, absolutely unpredictable and inevitable character, which is outside the control of any party, not due to error or fault, and makes impossible the execution and fulfilment of the agreement; such events are: wars, revolutions, fires, floods or other natural disasters, restrictions arising from quarantine, embargo - the list is not exhaustive, but declarative. One shall not consider a force majeure event, similar to the above-mentioned events, the one which, without creating an impossibility of performance, makes the obligations of a party be extremely expensive;
- f. **day** - calendar day; year - 365 days.

3. Interpretation

3.1 In this agreement, unless stated otherwise, the singular shall include the plural and vice-versa, where the context so permits.

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

4. Subject and the contract price

4.1 The Contractor undertakes to execute the works relating to the achievement of the objective **“Building for Painting”** as part of the project **“Expansion of the vehicle production capacity”– Dacia**, within the period agreed and in accordance with his/her obligations under this contract.

4.2. - The Purchaser undertakes to pay the agreed price to the Contractor for fulfilling the contract on the works related to the achievement of the objective **“Building for Painting”** as part of the project **“Expansion of the vehicle production capacity” – Dacia**.

4.3. - The agreed price for the performance of the contract, respectively the price of the works performed payable to the Contractor, is lei, without VAT, plus VAT in the amount of lei.

5. Duration of the contract

5.1 - The duration of this contract is weeks, i.e from the date of its signature, and ends on signing the reception report on completion of the works, but not before the final payment to the Contractor.

5.2 - The contract ceases to have effect after final acceptance of the works.

6. Contract documents

6.1 - The contract documents are:

- a) The technical project (P.Th), the Execution Details (DE)*
- b) The Contractor's offer;*
- c) Contracts with subcontractors, if any;*
- d) Association contract, if any;*
- e) Statements of the works;*
- f) Addenda and other documents, if necessary.*

7. The performance of the contract

7.1 - Performance of the contract begins after the location is handed over and the order to start the works is issued.

If needed, in order to respect the contractual terms, the Contractor will adapt his/her work schedule so as to include working overtime and working on weekends and public holidays.

7.2. - The deadline for execution of works is..... weeks from the issuance of the order to start the works.

8. Protection of the national cultural heritage

8.1 - All fossils, coins, valuable objects or any other artifacts or objects of archaeological interest discovered on the site of the works are considered, between the parties, as the absolute property of the Purchaser.

8.2 - The Contractor shall take all necessary precautions for his/her workers or any other person not to remove or damage the property referred to in Clause 8.1, and, immediately after discovery and before their removal, to notify the Purchaser of the discovery and to follow the instructions received from the Purchaser on their removal. If, due to such provisions, the Contractor suffers delays and/or additional expenses, then, in consultation, the parties shall establish:

- a) any prolongation of the execution period which the Contractor is entitled to;
- b) all additional costs that will be added to the contract price.

8.3 - As soon as he/she acknowledged the discovery of the objects referred to in Clause 8.1, the Purchaser shall notify the police and the Historical Monuments Commission in this regard.

9. Main obligations of the Contractor

9.1 - The Contractor undertakes to execute, complete and monitor, during the warranty period, the works on the objective **Building for Painting** as part of the project **“Expansion of the vehicle production capacity – Dacia”** in accordance with his/her obligations under this contract.

9.2 - (1) The Contractor shall execute and complete the works and remedy the hidden defects of construction in the shortest possible time in accordance with the legal and contractual obligations assumed within the limits of this contract.

(2) The Contractor is required to supervise the works, to provide the workforce, the materials, the facilities, the equipment and all other items, either temporary or definitive, as required for the contract, as far as the need for ensuring them is provided in the contract or can be reasonably inferred from the contract, for the purposes of completing the works.

(3) The Contractor is and shall remain solely responsible for the choice of methods/means/technologies used for the development/execution of the works, in order to ensure the smooth running of the facilities put into operation, as well as the quality of the works, and to obtain the characteristics required/demanded by the Purchaser.

9.3.- (1) The Contractor is fully responsible for the compliance, stability and safety of all operations carried out on site, as well as for the execution procedures used, in accordance with the laws and regulations concerning quality in constructions.

(2) A copy of the documentation submitted by the Purchaser to the Contractor will be kept by the latter for purposes of consultation by the State Inspectorate in Constructions, Public Works, Town Planning and by the persons authorized by the Purchaser upon request.

(3) The Contractor shall not be responsible for the design and specifications that were not prepared by him/her. However, if the parties agree that part of the work be designed by the Contractor, the latter will be fully responsible for that part of the work.

(4) The Contractor shall make available to the Purchaser, by the deadlines specified in the Annexes to the contract, the measurement registers (attachments) and, where appropriate, in the cases agreed, the drawings, calculations, the checks of the calculations and any other documents that the Contractor must prepare or which are required by the Purchaser.

9.4 - (1) The Contractor is obliged to respect and enforce the Purchaser's provisions on any matter, referred in the contract or not, related to the works. If the Contractor believes that the provisions of the Purchaser are unnecessary or inappropriate, he/she has the right to object, in writing, to them, but these objections will not absolve him/her of the obligation to execute the orders received, unless they contradict the law.

(2) Where compliance and enforcement of the provisions foreseen in para. (1) cause difficulties in execution that incur additional costs, then these costs will be covered by the Purchaser. The amount of costs will be submitted by the Contractor to the Purchaser before starting the execution of such works. Failure to present the additional costs, as mentioned above, entitles the Purchaser to refuse payment, considering that the works fall under the contract price.

9.5 - (1) The Contractor is responsible for the correct drawing of the works according to the data provided by the Purchaser, as well as for providing all equipment, instruments, devices and human resources necessary to fulfill the respective responsibilities.

(2) If, during the execution of the works, there is an error in the position, quotas, dimensions or alignment of any part of the works, the Contractor is obliged to rectify the error found, on his/her expense, unless the error is the result of incorrect data provided in writing by the designer. To verify the drawing by the designer, the Contractor is obliged to protect and keep with care all the milestones, lugs or other objects used in drawing the works.

9.7 - During the execution of the works and when remedying the hidden defects, the Contractor shall:

i) take all measures to keep safe all the persons whose presence on site is authorized and to maintain the site (as long as it is under his/her control) and works (as long as they are not completed and occupied by the Purchaser) in the state of order necessary to avoid any danger to such persons;

ii) obtain and maintain on his/her expense all the lighting, protection, fencing, alarm and security devices, when and where required or demanded by the Purchaser or by other competent authorities, in order to protect the works or provide comfort to the residents;

iii) take all reasonable measures necessary to protect the environment on and off site and to avoid any damage or inconvenience caused to people, to the public or to others resulting from pollution, noise or other factors generated by his/her working methods.

9.8 - The Contractor is responsible for maintaining in good state the works, materials, equipment and facilities to be brought into operation, from the date of receiving the order to start the works until the date of signing the acceptance report on completion of the works.

9.9 - (1) During the execution of the works and when remedying the hidden defects, the Contractor shall, to the extent permitted by the provisions of the contract, not hinder unnecessarily or improperly:

a) the comfort of the residents; or

b) the access routes by use and occupation of public or private roads that serve the properties owned by the Purchaser or by any other person.

(2) The Contractor shall indemnify the Purchaser against all claims, proceedings, damages, costs, fees and expenses of whatever nature arising out of or in connection with his/her obligation under para. (1), the responsibility for which lies with the Contractor.

9.10 - (1) The Contractor is required to reasonably use the roads or bridges communicating with or on the route of the site and to prevent their being damaged or destroyed as a result of his/her, or of any of his/her subcontractors', circulating on them; the Contractor shall select the routes, shall choose and use the vehicles, shall limit and distribute the loads, so that the extra traffic that will inevitably result from the movement of materials, equipment, facilities or the like, to and from the site, be limited as far as possible, so as not to cause deterioration or destruction of the roads and bridges in question.

(2) If any damage or destruction of any bridge or road communicating with or on the route of the site due to the transport of materials, equipment, facilities or the like, the Contractor is obliged to indemnify the Purchaser against all complaints for having damaged the respective bridges or roads.

(3) Unless the contrary set forth herein, the Contractor is responsible and shall pay for the re-enforcement, modification or improvement in order to facilitate the transportation of materials, equipment, facilities or the like, of any roads or bridges communicating with or on the route of the site.

9.11 - (1) During the execution of the works, the Contractor shall:

i) avoid possible accumulation of unnecessary obstacles on the site;

ii) store or withdraw any machinery, equipment, facilities, surplus materials;

iii) collect and remove from the building site the rubble, the debris or the temporary works of any kind, which are no longer necessary.

(2) The Contractor shall be entitled to retain on site, by the end of the warranty period, only those materials, equipment, facilities or temporary works which are necessary to fulfill his/her obligations under warranty.

9.12 - The Contractor shall be liable, as part of his/her obligations, for the hidden defects of construction occurred within 24 months after the reception of the works and, after completion of this term, throughout the entire life of the building for defects of the structural frame as a result of the failure to comply with the projects and execution details related to the execution of the works.

9.13 - The Contractor undertakes to indemnify the Purchaser against any:

- i) claims and lawsuits resulting from infringement of intellectual property rights (patents, names, trademarks, etc.) or related equipment, materials, facilities or machines used for or in connection with the execution of works or incorporated therein; and
- ii) damages, costs, fees and expenses of any kind related, except where such infringement results from compliance with the design or specifications drawn up by the Purchaser.

10. Obligations of the Purchaser

10.1 - The Purchaser undertakes to pay the Contractor the agreed price for the execution, completion and maintenance works on the objective – **Building for Painting**, as part of the project “**Expansion of the vehicle production capacity**”.

10.2 – When starting the works, the Purchaser is required to obtain all permits and approvals necessary for the execution of the works.

10.3 - The Purchaser is obliged to provide the Contractor, free of charge, unless otherwise agreed, the following:

- a) the works location, free of any encumbrances;
- b) an area of land required for storage and organization of the site;
- c) the means of access to the site;
- d) connections for utilities (water, gas, energy, sewage, etc.)

10.4 - The Purchaser is obliged to provide the Contractor with the necessary documentation for execution of the works contracted, free of charge, in two paper copies and two digital copies (CD) at the deadlines due in the execution schedule of the works.

10.5 - The Purchaser is obliged to examine and measure the works that become hidden within 5 (five) days of the notification in writing by the Contractor.

10.6 - The Purchaser is fully responsible for the accuracy of the documents and of any other information provided to the Contractor.

11. Penalties for culpable breach of obligations

11.1 – If, by his/her fault, the Contractor does not fulfill his/her obligations under the contract within a period of 15 days, the Purchaser is entitled to deduct from the contract price, as penalties, an amount equal to a percentage of the contract price of 0.15% for each day of delay, until the effective fulfillment of the obligations.

11.2 - If the Purchaser does not pay the invoices within 15 days from the expiry of the agreed period, then he/she is required to pay, as penalties, an amount equal to a percentage of the outstanding payment of 0.15% per day of delay, until the effective fulfillment of the obligations.

11.3 - Failure to comply with the obligations under this contract by one party, culpably, entitles the injured party to consider the contract terminated by law, without court intervention, on the date specified in the notification in this regard, and to claim penalties under art. 11.1. and art. 11.2., as well as the payment of damages-interests.

11.4 - The Purchaser reserves the right to terminate the contract by written notice to the Contractor, without any compensation, with the obligation to give notice of termination 30 days before the desired termination date. In this case, the Contractor is entitled to claim payment only for the part of the contract fulfilled and proved to be fulfilled until the unilateral termination of the contract.

12. The beginning and execution of the works

12.1 - (1) The Contractor is required to start the works in the shortest time possible after receipt of order to that effect from the Purchaser.

(2) The Contractor shall notify the Purchaser, the issuer of the building permit and the State Inspectorate for Constructions, Public Works, Town Planning, of the effective starting date of the works.

12.2 - (1) The works must be carried out according to the schedule of construction and be completed on the date established.

(2) The Contractor shall present, at the request of the Purchaser after signing the contract, within 5 days the most, the detailed execution schedule consisting in the technological order of execution. Where, in the opinion of the Purchaser, the process, the progress of the works is inconsistent with the general execution of the works, at the request of the Purchaser, the contractor will present within two days a revised schedule for completion of the works on the date stated in the contract. The revised schedule does not relieve the Contractor of any of his/her obligations under the contract.

(3) If the Contractor delays the start of the works or the end of the preparations, the Purchaser is entitled to set a deadline to the Contractor by which his/her work is to re-enter on track and to warn him/her that, in the event of non-compliance, on the deadline set the Purchaser shall terminate the contract.

12.3 - (1) The Purchaser has the right to supervise the conduct of the works and to determine their compliance with the specifications in the annexes to the contract. The Contracting Parties are required to notify each other, in writing, as to the identity of their representatives professionally certified for this purpose, namely the Technical execution officer from the Contractor and the Project Supervisor or, where appropriate, another natural or legal person certified according to the law, from the Purchaser.

(2) The Contractor shall provide access to the Purchaser's representative to the site of the works and wherever they perform their activities in order to fulfill the contract obligations, including for checking for hidden works.

12.4 - (1) The materials must be of the quality specified in their execution documentation.

(2) The Contractor shall ensure the tools, equipment and materials necessary for checking, measuring and testing the works. The cost of the samples and tests, including the related labour costs, lies with the Contractor.

(3) The samples that are unforeseeable and which are ordered by the Purchaser in order to verify the works or materials to be brought into operation shall be borne by the Contractor if it turns out that the materials do not correspond qualitatively or the manual labour is not in accordance with the contract. Otherwise, the Purchaser will bear these expenses.

12.5 - (1) The Contractor shall not cover the works that are hidden without the approval of the Purchaser.

(2) The Contractor is required to notify the Purchaser whenever such structures, including the foundations, are completed, in order to have them examined and measured.

(3) The Contractor shall uncover any part or parts of the work, to the Purchaser, and restore that part or those parts of the works, if necessary.

(4) If it is determined that the works are of suitable quality and were executed in accordance with the execution documentation, then the uncovering and restoration costs will be borne by the Purchaser and, otherwise, by the Contractor.

13. Delays and cessation of the works

13.1 - Where:

- i) the volume or unexpected nature of the work; or
- ii) another reason for the delay, that is not due to the Contractor and does not result from a breach of the Contract by itself, entitle the Contractor to request an extension of the period of execution of works or any part thereof, then, in consultation, the Parties shall establish any extension of the execution time to which the Contractor is entitled.

13.2 - Without prejudice to the right of the Contractor as per clause 11.2, he/she is entitled to cease the works or slow down the pace of execution in accordance with Article 17.2; In this case, the Contractor will notify this fact to the Purchaser in writing.

14. Completion of the works

14.1 – The entire works or, if applicable, any part thereof, expected to be completed within the established execution schedule, must be completed within the agreed time limit counted from the date of receiving the order to start the works.

14.2 - (1) Upon completion of the works, the Contractor is required to notify in writing the Purchaser that the conditions for reception are fulfilled, requesting the latter to convene of the reception committee.

(2) On the basis of the works statements carried out, as well as on the basis of the findings confirmed on site, the Purchaser shall determine whether the conditions for convening the reception committee are fulfilled. If shortcomings or deficiencies are found, they will be notified to the Contractor, with the deadlines established for remedy and completion. After finding that all shortcomings and deficiencies were remedied, upon a new request by the Contractor, the Purchaser shall convene the reception committee.

14.3 – The committee shall establish the progress of the contract by correlating its provisions with the execution documentation and regulations. Depending on the findings, the Purchaser has the right to approve or reject reception.

14.4 - The reception is also possible for parts of the works, which are distinct physically and functionally.

15. The period of warranty granted for the works

15.1 - The warranty period is 120 months for the structural core and 24 months for other types of works.

The warranty period runs from the date of receipt to completion of the works without reserves and until final acceptance.

15.2 - (1) During the warranty period, the Contractor must, within maximum 48 hours, reply to a Purchaser's request and, following the order given by the Purchaser, execute all modifications, reconstructions and repair of vices and other defects caused by the failure to comply with the contractual clauses. The intervention will not exceed 3 days.

(2) The Contractor shall perform all activities under par. (1) on his/her own expense, if they are necessary as a result of:

- the use of materials, installations or manual labour that did not comply with the contract;
- or
- the negligence or failure of the Contractor to perform any of its explicit or implicit obligations under the contract.

15.3 - If the Contractor fails to perform the works specified in Art. 15.2, within the period agreed by the parties in writing or if there is no such agreement, within 10 days from the notification, the Purchaser is entitled to employ and pay other people to perform them. The cost of such works will be recovered by the Purchaser from the Contractor or deducted from the sums due to the latter.

16. Payment.

16.1 – The Purchaser is obliged to make the payment based on the invoices, statements of work and FSRs that are presented to him/her by the Contractor. Invoices shall be issued monthly. Statements of works will be signed by the Contractor, the project supervisor and the private beneficiary. The Achievements Statements Sheet (RO: Fisa situatii realizari) will be signed by both parties, i.e. by the Contractor and the private beneficiary.

Invoices will be issued after approval of the works statements and FSRs.

The Contractor is obliged to issue separate invoices for the works related to the objective – **Building for Painting**, as part of the project “**Expansion of the vehicle production capacity**”.

The last invoice shall be of at least 20% of the value of the contract and shall be presented after signing the report on completion, without reserves.

Payment shall be made within 30 days end of month of the invoice date, to the following bank account open at

The achievements statements sheet (FSR) is attached to this agreement as a template.

16.2 - If the Purchaser fails to pay invoices within 15 days from the expiry date agreed in art. 17.1, the Contractor is entitled to suspend the execution of works or decrease the pace of execution. As soon as the Purchaser honours his/her outstanding payments, the Contractor will resume work as soon as possible.

16.3 - Invoices will be issued for Automobile Dacia SA and sent to the address: No 1 Mioveni Str., postal code 115400, Arges, Romania.

17. Contract price adjustment

17.1 - For the works performed, the payments due by the Purchaser to the Contractor are declared in the tender attached to the contract.

17.2 - The contract price is flat, firm, unrevisable and is **not** to be adjusted.

18. Insurances

18.1 - (1) The Contractor shall conclude, before the works start, an insurance covering all the risks that may arise regarding the executed works, equipment, facilities, materials in stock, own staff and its authorized representatives to check, test or receive the works, as well as the damage to third persons and entities.

(2) The insurance will be concluded with an insurance company. The value of the insurance premiums will be borne by the Contractor.

(3) The Contractor is obliged to provide the Purchaser, whenever asked, the insurance policy or policies and the receipts for the payment of the current installments (updated).

(4) The Contractor shall ensure that its subcontractors are insured to cover all persons employed by them. He will require the subcontractors to provide the Purchaser, on request, the insurance policies and the receipts for the payment of the current installments (updated).

19. Subcontractors

19.1 - The Contractor is required to conclude contracts with the subcontractors appointed under the same conditions in which he/she signed the contract with the Purchaser.

19.2 - (1) When concluding the contract, the Contractor shall submit all the contracts concluded with the designated subcontractors.

(2) The list of subcontractors, with their identification data, as well as their contracts, constitute annexes to the contract.

19.3 - (1) The Contractor shall be fully liable to the Purchaser for the manner of executing the contract.

(2) The subcontractor is fully liable to the Contractor for the manner in which he/she fulfils his/her part of the contract.

(3) The Contractor shall be entitled to claim damages from the subcontractors if they do not fulfill their part of the contract.

19.4 - The Contractor may change any subcontractor only if he/she fails to fulfill his/her part of the contract. Changing the subcontractor shall not change the contract price and will be notified to the Purchaser.

20. Amendments

20.1 – Any modification of the works is to be done by addenda. The contract modifications can be made only during the execution of the contract.

20.2 - Any modification which extends the execution time of the contract, respectively months, should be such that implementation be made before the expiry of the financing contract in question and payments be made according to the eligibility rules set by the grant agreement.

20.3 - The purpose of the addendum must be closely related to the original contract.

20.4 – The tender which led to the signing of the contract may change, in the case of works, only with the approval of the managing authority / program operator if what was in the offer is no longer sold on the market (with presentation of evidence in this regard) and if the materials or technological equipment are replaced with others whose characteristics are technically equal or superior, that do not raise problems of compatibility, with no price change.

21. Force majeure

21.1 - Force majeure is established by a competent authority.

21.2 - Force majeure exempts the contracting parties from the obligations assumed under this contract, as long as it applies.

21.3 - Fulfillment of the contract will be suspended during the force majeure, without prejudice to the rights the parties were entitled to until its occurrence.

21.4 - The contracting party invoking force majeure shall notify the other party immediately and completely of its occurrence and shall take all measures at its disposal to limit the consequences.

21.5 - The contracting party invoking force majeure shall notify the other party when the cause ceases within 15 days of termination.

21.6 - If force majeure is expected to last for more than 6 months, either party shall be entitled to notify the other party of the termination of this contract, without either party being entitled to claim damages from the other.

22. Settlement of disputes

22.1 - The Purchaser and the Contractor shall make every effort to resolve amicably, by direct negotiations, any misunderstanding or dispute that may arise between them under or in connection with the performance of the contract.

22.2 - If the Purchaser and the Contractor fail to settle amicably a contractual dispute, each party may request that the dispute be settled by the courts of Romania. Recourse to the courts cannot be hampered by failure to file diligence of amicable settlement, which is optional, except for the actions which the law requires as binding.

23. The language of the contract

23.1 - The language of the contract is Romanian.

24. Communications

24.1 - (1) Any communication between parties regarding the execution of this contract must be submitted in writing.

(2) Any written document must be registered both when sent and when received.

24.2 - Communications between parties can be made by phone, telegram, telex, fax or e-mail provided written confirmation of receipt of the communication is offered.

24.3. For the proper implementation of this agreement the parties designate the following persons:

For the Purchaser:

For the Contractor:

25. Conflict of interest

25.1 - If during the implementation of the contract the Purchaser and/or the contractor are found not to have fulfilled their obligations laid down in art. 14 and 15 of Ordinance no. 66 / 2011, as amended and supplemented, the contract is justly terminated.

26. The law applicable to the contract

26.1 - The contract shall be interpreted under the laws of Romania.

The Parties agreed to conclude this contract today , in two copies, one for each party.

Purchaser,

.....

(authorized signature)

LS

Contractor,

.....

(authorized signature)

LS

