

**THE NATIONAL FOREST ADMINISTRATION - ROMSILVA
SUCEAVA FORESTRY DIRECTORATE**

No. 16047/02.08.2023

**ANNOUNCEMENT
regarding the organization of
NEGOTIATION SESSIONS
for the sale of wild berries from the spontaneous flora**

1. Electronic negotiation's organizer: **DIRECTIA SILVICĂ SUCEAVA, Suceava, b-dul. 1 MAI, nr. 6, jud. Suceava e-mail: office@suceava.rosilva.ro**
2. Estimated schedule of negotiation sessions and time:

Session	Date of organization - time interval (standard EET)	Deadline for submitting admission documents and time (standard EET)
Session 1	03.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	03.08.2023 – 10.00 o'clock
Session 2	07.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	07.08.2023 – 10.00 o'clock
Session 3	10.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	10.08.2023 – 10.00 o'clock
Session 4	14.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	14.08.2023 – 10.00 o'clock

for the lots of wild berries found on the state forest fund, administered by Suceava Forestry Directorate.

3. Place of the negotiation: **the headquarters of the Suceava Forestry Directorate by written communication between the parties, by fax or email**
4. Type of the procedure: **NEGOTIATION for the sale of wild berries.**
5. The total quantity of forest fruit offered for sale in the auction is **100.8** tons, as following, by species:

SPECIES	QUANTITY (TONS)
BLUEBERRIES (Vaccinium myrtillus)	39,8
RASPBERRIES (Rubus idaeus)	40
ROSEHIP (Rosa canina)	21

6. The negotiation sessions are organized and will be conducted according to the terms from the Task Book. The Task Book is available at **www.silvasv.ro, www.rosilva.ro**.
7. The deadline for submitting the necessary documentation for registration and preselection/admittance to auction:
The requested documentation, according to the Task Book regarding the preparation and the conducting of the electronic auction will be transmitted/submitted to the organizer of the negotiation – DIRECTIA SILVICĂ SUCEAVA, Suceava, b-dul. 1 MAI, nr. 6, until

the deadline date and time of the session (point 2 of the announcement) (standard EET), **EXCLUSIVELY by e-mail**, at the email addresses: office@suceava.rosilva.ro OR productiedssv@gmail.com , in pdf format.

For the registration in the **NEGOTIATION**, the enterprises/entities will transmit the **necessary documentation/forms** according to the Task Book, as following:

- a. Application form, that will contain the complete identification data of the applicant – name of the enterprise/entity; headquarter address, phone, fax, etc. **with the indication of their valid email address of the applicant, and other relevant information**, according to the specifications from the Task Book, signed by the enterprise/entity's representative.
- b. Self-statement/declaration on one's own responsibility, that the enterprise/entity has no pending debts towards the NFA or its subsidiaries, according to the form annexed to the Task Book, signed by the enterprise/entity's representative.
- c. Proof or registration from the National Trade Office or equivalent from the country of origin in the case of foreign enterprises/entities, including the document that specifies the VAT code of the company. Documents will be submitted in copy.
- d. The operator's offer containing the lot and the value offered in euros without VAT/ton.

The negotiation commission will analyze the participation documents submitted by the economic operators and will establish the list of the operators admitted to participate in the negotiation, as well as the list of the rejected economic operators, with the reasoning of their rejection.

8. The list of the lots which are negotiated and the starting prices for each lot, is attached to the Task Book and published on the web site www.silvasv.ro. The batch list will be updated after each session.
9. **The remaining unawarded lots are subject to the next negotiation session.**
10. The customers can obtain the Task Book on the web page of the organizer of the electronic auction, www.silvasv.ro, www.rosilva.ro starting with: **02.08.2023**.
11. Other relevant information regarding the set up and the conducting of the electronic auction:
 - **The contracting guarantee is comprised of 5% from the starting value of each intended lot.**
 - Bank and bank accounts for the payment of the participation fee and the contracting guarantee are:

RO87 BRDE 340S V114 5212 3400 opened at BRD Bank Suceava for EURO

**RO41 BRDE 340S V102 8710 3400 opened at BRD Bank Suceava, for LEI
BIC code: BRDEROBU**

The economic operators will pay the participation fee and the contracting guarantee so that the money apperas in the account of the auction organizer until the hour of the negotiation's start or will send the prove of payment until negotiation's start_(standard EET), by e-mail office@suceava.rosilva.ro OR productiedssv@gmail.com. IF the

contracting guarantee is not found in the organizer's account until the start of the negotiation, the legal entity will not be able to participate in the negotiation..

- Adjudication criteria: highest prices offered.
12. For further information and other concerns, you can contact the organizer of the negotiation: **Directia Silvică Suceava, phone +40 230 522 564 - Commercial Office or at the following email address: productiedssv@gmail.com.**

**Organizer,
SUCEAVA FORESTRY DIRECTORATE**

MANAGER,

Ing. Sorin CIOBANU

A handwritten signature in black ink is written over a circular official stamp. The stamp is light blue and contains the text "ROMANIA" at the top, "DIRECȚIA SILVICĂ SUCEAVA" in the center, and "ROMANIA" at the bottom. The signature is a stylized, cursive script that crosses the stamp.

TASK BOOK

Regarding the negotiation sessions of wild berries sales from the Romanian spontaneous flora

- I. SUCEAVA FORESTRY DIRECTORATE (Direcția Silvică Suceava) Romania organizes a public electronic auction for the sale of **100,8 tons of wild berries** from the national spontaneous flora. Lots, quantities and other details are detailed in **Annex no. 1** of the present Task Book.
- II. The date and place for the negotiations: **every Thursday and Monday, starting from 03.08.2023, between 11⁰⁰ - 14⁰⁰** (standard EET), at the headquarters of the Suceava Forestry Directorate by written communication between the parties, by fax or email, according to the estimated calendar of the negotiation sessions from chapter V of the task book.
- III. Conditions of participation:
 1. The participation is opened for all legally established enterprises/entities from Romania or other states.
 2. Legally established enterprises/entities who want to attend in the negotiation will not have pending debts towards the NFA – Romsilva or its subsidiaries.
 3. The documentation needed for the admission in the negotiation can be submitted **prior to the negotiation, according to the estimated calendar of the negotiation sessions from chapter V of the task book**, ONLY by e-mail , in pdf format, at the following e-mail addresses: office@suceava.rosilva.ro or productiedssv@gmail.com

The documentation needed for admission will be comprised of:

- a. The participation application, with the identification data of the enterprise/entity: name of the enterprise/entity, location, address, phone/fax with the indication of their valid email address of the applicant, and other relevant information, according to the specifications from the Task Book, according to Form no. 1, annexed to the present Task Book, signed by the enterprise/entity representative.

- b. The self-statement/the statement on one's own responsibility that the enterprise/entity does not have any pending debts towards the NFA - Romsilva or any of its subsidiaries, signed by the enterprise/entity's representative, Form no. 2, annexed to the Task Book.
 - c. The proof or registration from the National Trade Office or equivalent from the country of origin in the case of foreign enterprises/entities, including the document that specifies the VAT code of the company. Documents will be submitted in copy.
 - d. The operator's offer containing the lot and the value offered in euros without VAT/ton.
4. The negotiation commission will analyse the participation documents submitted by the economic operators and will establish the list of the operators admitted to participate in the auction, as well as the list of the rejected economic operators, with the reasoning of their rejection.
 5. The legal person's delegate to participate in the negotiation will be empowered in writing by the company's administrator.
 6. The negotiation will be on separate lots, grouped by species, delivery options, packaging and state of the product. All these aspects are detailed in Annex no. 1.
 7. For the participation in the auction, all enterprises/entities have to pay the contracting guarantee so that the money will appear in the account of the negotiation organizer until the hour of the negotiation start or **to prove the payment by e-mail office@ suceava.rosilva.ro or productiedssv@gmail.com, until negotiation start** (standard EET time). **IF the contracting guarantee is not found in the organizer's account until the start of the negotiation, the legal entity will not be able to participate in the negotiation.**

The contracting guarantee is the equivalent of 5% of the starting value of the intended lots.

If the enterprise/entity will not adjudicate the desired lot/lots, the contracting guarantee is returned to the auctioneer in maximum 5 (five) working days or it can be used for the next auction, based on the client's written request. For the adjudicated lots, the contracting guarantee is retained in order to constitute the advance payment stated at Art. 3.3 of the Sales contract. The participation fee and the contracting guarantee can be paid via bank in the following bank accounts:

- **RO41 BRDE 340S V102 8710 3400 opened at BRD Bank Suceava, for lei;**
- **RO87 BRDE 340S V114 5212 3400 opened at BRD Bank Suceava for euro;**
- **BIC code: BRDEROBU;**

IV. The negotiation procedure:

1. The electronic auction will take place every Thursday and Monday, starting from 03.08.2023, between 11⁰⁰- 14⁰⁰ (standard EET), at the headquarters of the Suceava Forestry Directorate by written communication between the parties, by fax or email

2. For each individual lot, the negotiation begins with the starting price. Offering the starting price is considered as offer. The negotiation commission has the right to ask the participants for a higher offer compared to the previous offer, at the same time communicating the maximum offer obtained up to that moment. In the case of raspberry lots, the maximum offer, and the packaging method (buyer's barrels / seller's barrels) will be communicated.
3. If the warranty for a certain lot is not covered by the unused warranty of the bidder, the bidder cannot negotiate for that certain lot.
4. It is declared as winner, for each species and lots, the enterprise/entity that offered the higher price compared to the starting price.
5. At the end of the negotiation, a report recording the participants in the auction, their bids, the winners and the adjudicated/not adjudicated lots shall be drawn up, as well as any objections from the participating legal entities regarding the organization of the auction.

Any eventual contestations regarding the conduct of the auction will be notified to the organizer within 24 hours from the completion of the procedure.

V. Estimated schedule of negotiation sessions and time:

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Session 3	10.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	10.08.2023 – 10.00 o'clock
Session 4	14.08.2023 – between: 11 ⁰⁰ - 14 ⁰⁰	14.08.2023 – 10.00 o'clock

The organizer, the Suceava Forest Directorate, reserves the right to interrupt the negotiation sessions from the calendar presented above, depending on the climatic conditions, the vegetation, the evolution of fruiting and the possibility of ensuring the labour force as well as the concrete economic situation, without giving the right the contracting legal entity to request compensation.

VI. Contracting of the adjudicated lots:

1. For the adjudicated lots, a sales contract will be closed and signed, based on the frame model annexed to the Task book.
2. The sales contract/s will be closed and signed in maximum 5 working days from the negotiation's date. Otherwise, the enterprise/entity will lose the warranty.

VII. Mode and duration of the closed sales contracts:

1. The closed sales contracts, following the negotiation, are valid until **31.12.2023**.
2. The payment will be made to the seller **before** the transportation of the goods, based on an invoice issued by the seller for the quantity delivered.

3. Before shipping the goods from the Territorial Forrest Administration, the buyer's delegated person has to make the reception of the goods in terms of quality and quantity. Ulterior complaints cannot be taken under consideration.
4. The seller will notify in writing the buyer regarding the limit term/deadline for the pick up of the goods. If the goods mentioned in Annex no.1 of the sales contract are not picked up by the buyer within the notified deadline, penalties of 0,3% from the total value of the undelivered goods will be charged for each day of delay.
5. If the goods are not picked up by the buyer within 10 calendar days after the expiry of the notified limit term, the seller can unilaterally terminate the contract and can organize a new auction for the goods; in this case, the buyer loses the advance payment mentioned in Article 3.3 from the sales contract.
6. Any other terms and conditions that will be further negotiated with the enterprises/entities will be agreed by both sides and will be mentioned in additional acts to the contract, signed by both parties.
7. Suceava Forest Directorate reserves the right to lower the auctioned and contracted quantities in accordance to specific climate conditions, vegetation conditions, specific economic situation and labour force, without the buyer to have the right to claim compensations. Also, in the case of excess production, both parties can jointly supplement the contracted quantities. Additional acts will be closed regarding each specific situation.

.MANAGER,

Ing. Sorin CIOBANU



**Forest Berries Commercial
Department,
Ing. Adrian AIROAIE**

A handwritten signature in blue ink is written over a horizontal line.

ROMANIAN NATIONAL FOREST ADMINISTRATION - ROMSILVA
SUCEAVA FORESTRY DIRECTORATE

BERRIES LOTS OFFERED FOR SALE IN THE NEGOTIATION SESSION 1

No.	SPECIES	FORESTRY DIRECTORAT E	LOT CODE	QUANTITY	STARTING PRICE	CONTRACTING GUARANTEE		PRODUCT TYPE*	WAY OF PACKAGING**	TERMS OF DELIVERY***	PLACE OF DELIVERY
				Tons	Euro/ton		Euro/lot				
1	BLUEBERRIES (Vaccinium myrtillus)	SUCEAVA	SV-03	20	2600	2600		FROZEN GRAIN BY GRAIN, ORGANIC CERTIFIED	LAMINATED PAPER BAGS, 25 KGS, EQUALIZED AND PALLETIZED	EXW, LOADED	FRUIT CENTER BEIUȘ
2	BLUEBERRIES (Vaccinium myrtillus)	SUCEAVA	SV-04	10	2600	1300		FROZEN GRAIN BY GRAIN, ORGANIC CERTIFIED	LAMINATED PAPER BAGS, 25 KGS, EQUALIZED AND PALLETIZED	EXW, LOADED	FRUIT CENTER BEIUȘ
3	BLUEBERRIES (Vaccinium myrtillus)	SUCEAVA	SV-15	9	2600	1170		FROZEN GRAIN BY GRAIN, ORGANIC CERTIFIED	LAMINATED PAPER BAGS, 25 KGS, EQUALIZED AND PALLETIZED	EXW, LOADED	FRUIT CENTER BEIUȘ
4	BLUEBERRIES (Vaccinium myrtillus)	SUCEAVA	SV-05	0,8	2500	100		FROZEN , ORGANIC CERTIFIED	PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
5	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-09	10	4400 4300	2200		FROZEN, ORGANIC CERTIFIED	SELLER'S PLASTIC BARRELS BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
6	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-14	10	4400 4300	2200		FROZEN, ORGANIC CERTIFIED	SELLER'S PLASTIC BARRELS BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
7	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-10	10	4400 4300	2200		FROZEN, ORGANIC CERTIFIED	SELLER'S PLASTIC BARRELS BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
10	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-11	5	4400 4300	1100		FROZEN, ORGANIC CERTIFIED	SELLER'S PLASTIC BARRELS BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
11	RASPBERRIES (Rubus idaeus)	SUCEAVA	SV-12	5	4400 4300	1100		FROZEN, ORGANIC CERTIFIED	SELLER'S PLASTIC BARRELS BUYER'S PLASTIC BARRELS	EXW, LOADED	FRUIT CENTER SADOVA
12	ROSEHIP (Rosa canina)	SUCEAVA	SV-13	21	1300	1365		FROZEN, ORGANIC CERTIFIED	LAMINATED PAPER BAGS, 25 KGS, EQUALIZED AND PALLETIZED	EXW, LOADED	FRUIT CENTER SADOVA

* PRODUCT TYPE: FRESH / REFRIGERATED / FROZEN

** WAY OF PACKAGING: AT THE CUSTOMER'S REQUEST FOR A COST

***TERMS OF DELIVERY: EXW/FCA

SPECIES	QUANTITY	U.M.
BLUEBERRIES (Vaccinium myrtillus)	39,8	TONS
RASPBERRIES (Rubus idaeus)	40	TONS
ROSEHIP (Rosa canina)	21	TONS
TOTAL	100,8	TONS

Enterprise/entity. _____

Form 1

Nr. _____ / _____ 2023

To,

DIRECȚIA SILVICĂ SUCEAVA

Application for a wild berry negotiation

Enterprise _____,
headquarters _____ in _____ (full _____ address) _____
_____ County.
_____, phone _____, fax _____,
e-mail _____, represented by _____
_____ in official quality as
(administrator/associate) _____, we request
the admition to the negotiation which will take place on the _____ 2023,
for the selling of wild berries..

e-mail address _____

RNP-Romsilva, processes data and information, including the nature of personal data, to which the provisions of Regulation (EU) no. 679/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing of Directive 95/46 / EC (General Regulation on data protection), the data being provided and processed under the law.

The data filled in this form by the signatory is considered the explicit consent for the further processing of these data.

Date:

Signature and stamp:

Enterprise/entity. _____

Form 2

Nr. _____/_____ 2023

**DECLARATION ON OWN LIABILITY THAT THE ENTERPRISE/ENTITY HAS NO
PENDING DEBTS TO RNP-ROMSILVA OR ANY OF ITS SUBSIDIARIES**

S.C. _____, headquarters in (full
address) _____

County. _____, phone _____, fax
_____, e-mail _____, represented by
_____ in official quality as (administrator/associate)
_____, declare on OUR own responsibility, under

the sanctions applied to the act of forgery in public documents, that:

- at the negotiation dated _____ 2023 for the selling of wild berries, the economic operator I/we represent has no pending debts to any of the National Forests Administration – ROMSILVA's subsidiaries.
- the information is correct and complete and I agree that the auction organizer will verify with its subsidiaries this statement, requesting any supporting documents regarding this matter.

(Name and surname)

(Signature and stamp)

THE NATIONAL FOREST ADMINISTRATION – ROMSILVA
FOREST DISTRICT OF _____

BUYER

CONTRACT OF SALE

No. _____ from _____

I. THE CONTRACTING PARTIES

1. REGIA NAȚIONALĂ A PĂDURILOR – ROMSILVA, by DIRECȚIA SILVICĂ _____ headquartered in _____, Street. _____ no. _____, county _____, phone: _____, fax: _____, registered at the National Trade Office from. _____ under the number. J ____/____/____, fiscal code RO _____, current bank account _____ opened at _____ Bank, represented by ing. _____ as Director and ec. _____ as Financial Chief Officer, as **SELLER**, and

2. _____, headquartered in _____, Street. _____ no. _____ County. _____, phone: _____, fax: _____, registered at the National Trade Office from. _____ under the number. J ____/____/____, fiscal code RO _____, current bank account _____ opened at _____ Bank, represented by Mr. _____, as **BUYER**.

II. THE OBJECT OF THE CONTRACT

Art. 2.1. The object of the present contract of sale is the sale of wild berries, hereinafter referred to as products, in the quantities and specifications from Annex 1 of the present contract. The specified quantities were adjudicated by the buyer according to the electronic auction Report registered at the seller under the number ____/____.

Art. 2.2. The contracted quantities can be decreased at the initiative of the seller in special specific situations, independent of the buyer's will: lack of fructification at certain species, extreme meteorological events that can totally or partially affect the product resources at some species, possibility of harvesting, lack of labor force necessary for harvesting the products, etc. In case of such circumstances, the seller will notify the buyer in writing, immediately after their ascertainment.

Art. 2.3. The contracted quantities can be increased at the request of one of the parties. The additional quantities will be written in an **Additional Act** to the present Contract of Sale, respecting the specific harvesting regulations regarding the wild berries harvesting.

III. THE PRICE, TOTAL VALUE OF THE SALES CONTRACT AND MEANS OF PAYMENT

Art. 3.1. The prices, in Euro, without VAT, and the delivery conditions of the products that are the object of the present sales contract are established according to the electronic auction Report nr. _____ and are stated in Annex 1 to the present Contract of Sale.

Art. 3.2. The total estimated value of the present sales contract is _____euro, without VAT.

Art. 3.3. In maximum 10 calendar days after the signing of the contract, but before the first delivery of the products, the buyer will pay the seller an amount equivalent to 5% of the total value of the contract. This advance payment will then be used at the last delivery, after the buyer has fulfilled all his contractual conditions.

Art. 3.4. The payment of the products will be made in advance for each delivery, by the buyer, based on a proforma invoice issued by the seller. The payment is considered fulfilled at the moment the seller's bank confirms the payment receipt.

Art. 3.5. The payment will be made in euro by the enterprises/entities from EU member states and in ron by the enterprises/entities from Romania, at the official Romanian National Bank monetary course from the day of the payment.

IV. THE DELIVERY AND RECEPTION OF THE PRODUCTS

Art. 4.1. The reception and delivery of the products will be made at the seller's warehouse/wild berries processing center.

Art. 4.2. The delivery conditions and packing ways are according to the specifications from Annex 1 of the present Contract of Sale/technical data sheet agreed by both parties.

Art. 4.3. The delivery of products is made by means of transportation/conveyance provided by the buyer, based on the reception regarding the quantity and quality of products. Reception will be made by an appointed delegate of the buyer in the presence of a representative of the seller, at a jointly agreed date and time. If the buyer is not participating at the reception of the products before they are loaded for transportation, it will be considered that the buyer has accepted the products.

Art. 4.4. After the reception of products and their loading for transport, any complaint regarding the quantity and the quality of products is null and void. The status of the products during transportation is in the responsibility of the buyer.

Art. 4.5. The seller will not deliver the products if they are not paid in full.

V. THE OBLIGATIONS OF PARTIES INVOLVED

Art. 5.1. The seller is obliged:

- a) to deliver the quantities of products that are the object of the present Contract of Sale, according to the conditions stated at Art. 2.1, 2.2 and 2.3 of the present Contract of Sale;
- b) to communicate the buyer the date of reception and delivery of the products for each individual delivery and to deliver the products on the date established by mutual agreement, if the buyer has fully fulfilled his contractual obligations;

- c) to carry out the packing, labeling, loading and fixing for the transport of the received products, according to the statements of Annex no. 1 to the present Contract of Sale/technical data sheets agreed by the parties;
- d) to issue the invoice and the documents accompanying the products received and loaded for transport, according to the provisions of the legislation in force.

Art. 5.2. The buyer is obliged:

- a) to pay the advance of the contract within the term and in the amount provided in Art. 3.3. of the present Contract of Sale;
- b) to pick-up the quantities of products that are the object of the present Contract of Sale under the conditions specified in Art. 2.1, 2.2 and 2.3;
- c) to ensure the necessary means of transport for the pick-up of the products, on the date mutually agreed with the seller;
- d) to provide a delegate to participate in the quantitative and qualitative reception of the products, at each delivery. After the products' reception and loading for transportation, the buyer's delegate signs the delivery documents;
- e) to pay the value of the products in advance for each delivery.

VI. THE CONTRACTUAL RESPONSIBILITY, PENALTIES AND DAMAGES - INTERESTS

Art. 6.1. In performing this Contract of Sale, the parties undertake to act in good faith.

Art. 6.2. For the non-execution or improper execution of the obligations assumed by this Contract of Sale, the guilty party owes to the other party penalties and/or damages, according to the provisions of the contract.

A. In the seller's task

Art. 6.3. If the seller does not deliver to the buyer the quantity of products specified in Annex no. 1 until the maximum deadline period, the buyer is entitled to request, and the seller is obliged to pay, contractual penalties of 0.3% from the value of the undelivered products. The penalties are not due in the situations stated in Art. 2.2. or in other situations of unforeseen events/special situations provided by law or if the buyer has not fulfilled the obligations of Art. 5.2.

Art. 6.4. If the buyer ensures the means of transport for the delivery of the products on the date agreed with the seller and the products are not ready for delivery due to the fault of the latter, the seller owes damages to the buyer in the amount of ____ ron for each day of unjustified parking of the means of transport. The damages are not due if the buyer has not fulfilled his obligations from Art. 5.2.

B. In the buyer's task

Art. 6.5. The seller will notify the buyer in writing regarding the deadline for the pick-up of the products. If the buyer does not pick-up the products specified in Annex no. 1 within the established term, he is entitled to charge penalties of 0.3% from the value of the undelivered goods for each day of delay.

Art. 6.6. If within 10 calendar days after the expiration of the notified deadline the products are not picked-up, the seller can unilaterally terminate the contract and can organize a new auction for the capitalization of the products to other buyers. In this case, the buyer loses the prepayment stated in Art. 3.3 of the present Contract of Sale.

VII. THE VALIDITY AND THE TERMINATION OF THE CONTRACT OF SALE

Art. 7.1. This Contract of Sale enters into validity on the date of registration at the seller (after being signed by both parties) and terminates by right on **31.12.2022**.

Art. 7.2. The contract may be extended, by mutual agreement, by an Additional Act signed prior to the termination of the contract's validity, according to the legal provisions. The contract cannot be extended if this leads to the depreciation of the products that are the object of the present Contract of Sale.

VIII. THE DISSOLUTION OF THE CONTRACT OF SALE

Art. 8.1. The dissolution of the contract can be done in the following situations:

- a) If the buyer does not pay the advance of the contract within the terms provided by Art. 3.3. of the present Contract of Sale.
- b) If the buyer does not pick-up the goods specified in Annex no.1 of the present Contract of Sale, as of Art. 6.6.

IX. FORTUITOUS CASE/MAJOR FORCE

Art. 9.1. The fortuitous case/major force refers to any event independent of the will of the parties, unpredictable and unavoidable, occurring after the beginning of the validity of the present Contract of Sale and that prevents the parties from partially or fully fulfilling their contractual obligations.

Art. 9.2. The fortuitous case/major force exempts the contracting parties from fulfilling the obligations assumed by this contract for the period during which it acts.

Art. 9.3. The fulfilling of the contract will be suspended during the period of action of the major force, but without prejudice to the rights that were due to the parties until its occurrence.

Art. 9.4. The contracting party invoking major force shall notify the other party within 5 calendar days of its occurrence and shall take all measures available to him to limit the consequences.

Art. 9.5. If the major force acts or is deemed to act for more than 6 months, each party shall have the right to notify the other party of the full termination of the contract, without any of the parties being entitled to claim penalties/damages from the other one.

X. DISPUTE RESOLUTION

Art. 10.1. Any disputes between the parties regarding the execution of the contract will be solved amicably. Otherwise, these will be settled by the competent judicial court from the seller's country.

XI. OTHER PROVISIONS

Art. 11.1. In the case of organic products delivery, the buyer undertakes to bear all the costs occasioned by their certification, providing the seller with the appropriate labels for each delivery. The seller will mention, in all delivery documents, in addition to the product name, the bio specification.

Art. 11.2. This contract has been drawn up in duplicates, one for the seller and one for the buyer.

SELLER

BUYER

DIRECTOR

FINANCIAL CHIEF OFFICER

LEGAL ADVISER

IN CHARGE OF THE CONTRACT

ROMANIAN NATIONAL FOREST ADMINISTRATION - ROMSILVA
FORESTRY DISTRICT.....

ANNEX NO.1 CONTRACT OF SALE No.....from

[illegible]

SELLER

MANAGER

FINANCIAL CHIEF OFFICER

LEGAL ADVISER

IN CHARGE OF THE CONTRACT

TERMS OF DELIVERY***	PLACE OF DELIVERY

BYER