

La proiect. nr. 268
din 04.07.2014

CONTRACT NO. 142701

Between:

Foundation "Orange Moldova"

75 Alba Iulia str

MD 2071 Chisinau

Republic of Moldova

Bank details:

BC "Mobiasbanca- Groupe Societe Generale" SA

MOBBMD22 (Fiscal code 1002600006089)

Bank address: 81a Stefan cel Mare Avenue, MD 2012, Chisinau, Moldova

Account number: EUR 2224710SV23282317100

IBAN code EUR MD67MO2224ASV23282317100

represented by Mr. Mickael Faure – President, hereafter called **BUYER**:

and

Dutchmed BV

Avelingen-West 72

4202 MV Gorinchem

The Netherlands

Bank details:

ING Bank Rotterdam, IBAN NL66INGB0693286253

Swift: INGBNL2A

Chamber of Commerce Rivierland 23064962

VAT registration no. NL 007988035B01

represented by Mr. Dick van Halewijn – C.E.O. , hereafter called **SELLER**:

and

I.M.S.P. Institutul Mamei si Copilului

93 Burebista str.hisinau, Republic of Moldova

Bank details:

BC " _____ Moldindconbank" _____ " SA, fil. Cuza Voda

(Fiscal code __1003600151643_____)

Bank address: __ or.Chişinău, db.Dacia 47/2 _____, Chisinau, Moldova

Account number: __225162859_____

IBAN code _____ MOLDMD2 X328_____

represented by Mr. **Ştefan Gaţcan** - Director general _____
hereafter called **BENEFICIARY**

The BUYER has ordered goods as defined in appendix 1 of this contract from SELLER and SELLER has agreed to deliver such goods for BENEFICIARY within the following terms and conditions:

The BENEFICIARY will be responsible:

- a. To obtain import authorization and the customs duties and tax exemption related to import of Goods specified in Appendix 1 of this contract.
- b. To arrange the location and the necessary conditions for installation and normal operation of the goods specified in Appendix 1 of this contract;
- c. To check the Goods and sign the deed of acceptance of Goods.
- d. To use Goods for free medical assistance exclusively.
- e. To use Goods according with the manufacturer instructions described in the Service plan and User guides.
- f. To not sell, donate or transmit in another way to third parties Goods without the written consent of the BUYER.
- g. To allow BUYER to verify the documentations and Goods during the full period of operating .
- h. To present to the BUYER every six months during the five years a report about operating of the Goods.
- i. To mention BUYER as a partner in any information materials, including publications in the periodical press, broadcasts on TV or radio about import/operation of Goods. BENEFICIARY must obtain the prior written consent of the BUYER for all information materials.
- j. To present BUYER report and all documents relating to import of the Goods.

I. GOODS:

The goods are specified in Appendix 1 of this contract.

II. PRICE

The prices are specified in Appendix 1 of this contract. The currency of this contract is EUR.

III. DELIVERY TERMS AND PACKAGING

The goods shall be delivered to BENEFICIARY CIP Chisinau, Moldova, Burebista Str. 93 IMSP "Institutul Mamei si Copilului" within 8 weeks after the receipt of the written Order from the BUYER. The SELLER may deliver the goods at any time within the time limit, partial shipments not allowed.

The goods shall be packed with normal practice and adequate care, taking into consideration the nature of the Goods. A packing list containing the following information: Contract no, case no, gross weight and dimensions, will be affixed to each packing.

The SELLER shall inform the BUYER and BENEFICIARY within 24 hours of the dispatch of the goods by email or fax. Such information shall also include the date of dispatch, Contract number, number of CMR, number of cases and the gross weight. The goods will be presented for customs clearance by the BUYER.

Installation should be done within 15 days after the official confirmation of the BENEFICIARY that the hospital and the staff are ready for installation.

The confirmation that the hospital is ready for installation must be given not later than 45 days after arrival of equipment in Moldova.

Possible taxes or other expenses within Moldova are paid by the BENEFICIARY. The goods will be insured according to the delivery terms (INCO TERMS).

IV. INSTALLATION AND TRAINING. LATE DELIVERY PENALTIES

A. Besides the delivery of the equipment , SELLER provides following services:

- installation of the equipment at the end users facilities
- training of the personnel for operation and maintenance in Romanian language
- necessary service during the guarantee period
- delivery of operation and maintenance manuals in English and either Romanian/Russian language

B. Any overdue deliveries of the equipment, including repair services and replacement of defective equipment, shall be penalized, unless there is a reasonable preliminary notification for the delay to be accepted by BENEFICIARY, as follows:

The SELLER, per each day of delay, shall pay 0,1%, but not more than 10%, of the following sums:

- of the price of not delivered goods — upon delay of delivery of the equipment or services;
- of the price of the equipment defective part, which shall be replaced, or of the price of the repair works, for putting into operation of the defective equipment.

V. PAYMENT

The goods shall be paid by bank transfer within 10 days after installation of the equipment and signing of the deed of acceptance by SELLER, BUYER and BENEFICIARY.

The payment will be considered to be effectively made only when the amount has been credited to the account of the SELLER with:

ING Bank Rotterdam, IBAN NL66INGB0693286253

Swift: INGBNL2A

BUYER shall bear the bank charges as well as any other fees and payments caused by his payment obligations other than in the Sellers country.

Equipment remains property of Dutchmed BV until full payment has been received.

VI. GUARANTEE

SELLER confirms a warranty period of 2 years, with a maximum of 26 months from delivery-date (date of CMR).

During the guarantee period, the SELLER shall provide at its expense elimination of the equipment defects, which includes repair and/or replacement of defective parts of equipment, or if it is impossible, replacement of defective equipment, including transportation of spare parts or equipment, both of defected equipment from the

BENEFICIARY (IMPS "Institutul Mamei si Copilului") to the SELLER and of the repaired or replaced equipment back to the BENEFICIARY, and all other expenses.

The SELLER shall eliminate the revealed defects of equipment during 30 (thirty) days from the date of receiving of the BUYER's or BENEFICIARY's respective written notification sent by fax.

The guarantee shall not cover any defects which are a result of non-proper use or non fulfillment of the manufacturer instructions described in the service and user books.

VII. FORCE MAJEURE

The following events shall be considered as being cases of force majeure, which relieves the SELLER from its obligations: any acts of nature, floods, fire, explosions, any acts of war (declared or undeclared), acts of government or other officials, industrial disputes, strikes etc.

The SELLER shall inform the BUYER as soon as possible of the force majeure preventing the fulfillment of its obligations. Should force majeure prevent the SELLER from fulfilling its obligations for more than six months, either party has the right to cancel this Contract.

VIII. SETTLEMENT OF DISPUTES

All parties shall do their utmost to settle all the disputes which may arise from this Contract by mutual consultations. In case settlements cannot be reached by the parties through mutual consultations, disputes are to be settled by the Arbitration Court belonging to the International Chamber of Commerce in Paris.

This court shall settle the dispute in accordance with its procedure and the language used shall be English language.

The decision of this Court shall be final and binding for all parties.

IX. MODIFICATIONS AND AMENDMENTS

This contract and its annex may be modified or amended only when agreed by all parties in written.

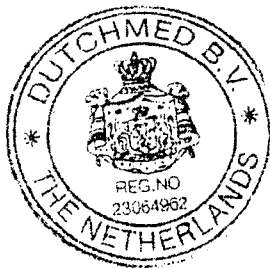
X. IMPORT AUTHORIZATIONS

The contract will enter into force upon the condition that the BENEFICIARY obtains: i) the import authorization for the Equipment, and ii) the customs duties and tax exemption related to import of the Equipment into Moldova. The BENEFICIARY or Buyer shall inform the Seller promptly about fulfillment of these conditions, after which it will initiate placement of purchase order for the Equipment.

This contract has been made in 3 identical originals in English, been reviewed completely by the parties, signed after approval and all pages initialed by all parties. Each party has received one original bearing the following legally binding signatures of other parties:

Signed by:

Signed by:



Dutchmed B.V

D. van Halewijn

C.E.O. Dutchmed BV

Place and date:

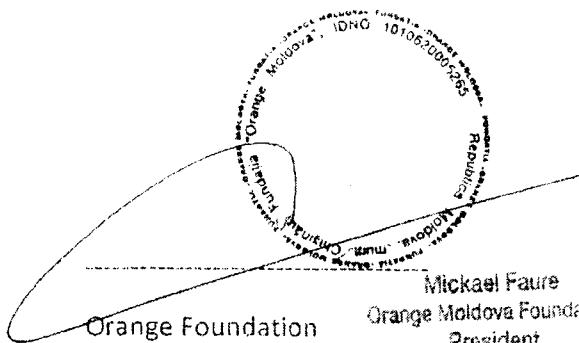
CORINCHEN, JULY 8, 2014

Signed by:

IMSP "Institutul Mamei si Copilului"

Mr. Stefan Gatcan – Director General

Place and date:



Orange Foundation

Mr. Mickael Faure

President Fundation "Orange Moldova"

Place and date:

Mickael Faure
Orange Moldova Foundation
President

APPENDIX TO CONTRACT NO. 142701 - SPECIFICATIONS/PRICES OF EQUIPMENT TO BE DELIVERED - ORANGE MOLDOVA					
Item	Partno.	Description	Qty.	Unitprice in EUR.	Totalprice in EUR.
1	61634	Infa Warmer i AC230V with standard accessories	2	7.704,90	15.409,80
	61651	Resuscitation Unit E type	2	3.818,90	7.637,80
	60354	Patient Circuit For Resusci Flow(5 pcs/box)	4	108,20	432,80
	60143	Face Mask For Neonatal (20 pcs/box)	1	108,20	108,20
	60144	Face Mask For Infant (20 pcs/box)	1	108,20	108,20
	CVTF-N	Air Compressor for resuscitation, model Ventifact	2	2.002,00	4.004,00
2	CM-5757	VP-450 Vacuum extractor with standard accessories	2	2.804,00	5.608,00
3	M7	M7 Hand Carried Color Doppler consisting of:			
		M7 main unit	1	13.895,78	13.895,78
		iScape View	1	1.758,96	1.758,96
		CW	1	1.319,22	1.319,22
		4D	1	1.758,96	1.758,96
		Obstetrics package	1	87,95	87,95
		Gynecology package	1	87,95	87,95
		Small parts package	1	87,95	87,95
		Vascular package	1	87,95	87,95
	120-000172-00	Convex Array transducer C5-2s	1	2.814,34	2.814,34
	PLIE-30-90887	Linear array transducer 7L4s	1	2.550,49	2.550,49
	120-000057-00	Endocavity transducer V10-4Bs	1	3.166,13	3.166,13
	120-000337-00	Volume transducer 4CD4s	1	6.332,26	6.332,26
	UMT-300	UMT-300 mobile trolley	1	1.319,22	1.319,22
	115-006984-00	Power Supply Module, 220V isolation transformer, screws, hex driver, cable clamp and AC power cord	1	351,79	351,79
	115-006962-00	PEM-21, transducer Extend Module for Triple transducers Connect (Only Apply in M7 on UMT-300)	1	1.583,06	1.583,06
4	E50-0	Electronic Delivery Bed, model Elegant 5040	2	2.789,56	5.579,12
5	NG5010P	Electronic ICU bed with mattress, model NG 5010 Premium	1	2.004,85	2.004,85
		Total amount in EUR.			78.094,78
		4 % special discount			3.123,79
		Total nett amount in EUR.			74.970,99

