

Nr. 19 din 19.06.2018

*D-ului domn Volconovici, ministru al agriculturii, dezvoltării regionale și mediului.*

*CERERE Comisia Națională pentru  
/Notificare/ Securitate Biologică*

Prin prezenta solicit eliberarea autorizației de import a șrotului de soia modificat genetic (GTS 40-3-2 (MON 04032-6), MON 89788 (MON 89788-1), MON 87701 (MON 87701-2), MON 87701XMON 89788 din România și Ucraina, produse sau importate în aceste țări.

*Motivele cererii:*

Întreprinderea SRL „Safmadora-Grup” și-a asumat angajamentul de asigurare a unor fabrici avicole din țară cu șrot de soia necesar pentru hrana păsărilor. Printre acestea se regăsesc atât producători autohtoni de carne de pui, cât și producători de ouă de consum. Liniile modificate genetic a șrotului de soia expuse în prezenta cerere au fost aprobate în cadrul Uniunii Europene prin Directivele 1829/2003 și 1830/2003/

Evaluarea riscurilor privind importul liniilor date a fost examinată de către Comisie la ședințele anterioare.

SRL „Safmadora-Grup” dispune de depozit propriu pentru păstrarea cerealelor / autorizația de funcționare se anexează/.

Cantitatea anuală aproximativă de șrot de soia necesară pentru aprovizionarea fabricilor avicole menționate constituie 24 000-30 000 tone.

Prezenta cerere/norificare este depusă în baza Legii RM nr. 755 din 21.12.2001 și Regulamentului de organizare și funcționare a Comisiei Naționale pentru Securitatea Biologică, aprobat prin Hotărârea Guvernului RM nr. 603 din 20 mai 2003.

Anexă:

- Evaluarea riscurilor:
  - a) Concluziile Autorității Europene pentru Siguranța Alimentară (GTS 40-3-2);
  - b) Concluziile Autorității Europene pentru Siguranța Alimentară (MON 89788);
  - c) Concluziile Autorității Europene pentru Siguranța Alimentară (MON 87701);
- Autorizație de funcționare depozit;
- Contracte de furnizare a șrotului de soia;
- Proces verbal de exprimare;

SRL „Safmadora-Grup”

Administrator



Vitalie Petreanu

**Opinion of the Scientific Panel on Genetically Modified Organisms on application (reference EFSA-GMO-NL-2006-36) for the placing on the market of the glyphosate-tolerant genetically modified soybean MON89788, for food and feed uses, import and processing under Regulation (EC) No 1829/2003 from Monsanto<sup>1</sup>**

**(Question No EFSA-Q-2006-182)**

Adopted on 2 July 2008

**PANEL MEMBERS**

Hans Christer Andersson, Salvatore Arpaia, Detlef Bartsch, Josep Casacuberta, Howard Davies, Lieve Herman, Patrick Du Jardin, Niels Hendriksen, Sirpa Kärenlampi, Jozsef Kiss, Gijs Kleter, Ilona Kryspin-Sørensen, Harry Kulper, Ingolf Nes, Nickolas Panopoulos, Joe Perry, Annette Pötting, Joachim Schiemann, Willem Seinen, Jeremy Sweet, and Jean-Michel Wal.

**SUMMARY**

This document provides an opinion of the Scientific Panel on Genetically Modified Organisms (GMO Panel) of the European Food Safety Authority (EFSA) on genetically modified soybean MON89788 (Unique Identifier MON-89788-1) developed to provide tolerance to glyphosate by expressing the CP4 EPSPS protein.

In delivering its scientific opinion, the GMO Panel considered the new application EFSA-GMO-NL-2006-36, additional information provided by the applicant (Monsanto) and the scientific comments submitted by the Member States. The scope of application EFSA-GMO-NL-2006-36 is for food and feed uses, import and processing of soybean MON89788 and all derived products, but excluding cultivation in the EU.

The GMO Panel assessed soybean MON89788 with reference to the intended uses and the appropriate principles described in the Guidance Document of the Scientific Panel on Genetically Modified Organisms

<sup>1</sup> For citation purposes: Opinion of the Scientific Panel on Genetically Modified Organisms on an application (Reference EFSA-GMO-NL-2006-36) for the placing on the market of glyphosate-tolerant soybean MON89788 for food and feed uses, import and processing under Regulation (EC) No 1829/2003 from Monsanto, *The EFSA Journal* (2008) 758, 1-23.

<sup>2</sup> This opinion is not shared by 0 members of the Panel. / (conflict of interest) 0 members of the Panel did not participate in (part of) the discussion on the subject referred to above.

Monitoring is related to risk management, and thus a final adoption of the monitoring plan falls outside the mandate of EFSA. However, the GMO Panel gives its opinion on the scientific quality of the monitoring plan provided by the applicant (EFSA, 2006a). Exposure to the environment of soybean MON89788 would be related to accidental release of GM seeds during transportation and processing.

Since the environmental risk assessment identified no potential adverse environmental effects, case-specific monitoring is not considered necessary.

The general surveillance plan proposed by the applicant includes i) the description of an approach involving operators, reporting to the applicant, via a centralised system, any observed adverse effect of soybean MON89788 on human health and the environment, ii) a coordinating system newly established by EuropaBio for the collection of the information recorded by the various operators, iii) the use of networks of existing surveillance systems. The applicant will submit a general surveillance report on annual basis and a final report at the end of the consent. In case of confirmed adverse effects, the applicant will immediately inform the European Commission and the Member States.

The GMO Panel is of the opinion that the general approaches and measures of the monitoring plan proposed by the applicant are in line with the EFSA opinion on post-market environmental monitoring (EFSA, 2006b) as well as with the intended uses of soybean MON89788. Since the environmental risk assessment identifies no potential adverse environmental effects, no case-specific monitoring is necessary. The GMO Panel agrees with the proposal made by the applicant on the reporting intervals of the general surveillance plan.

### 5.3. CONCLUSION

The scope of application EFSA-GMO-NL-2006-36 is for food and feed uses, import and processing of soybean MON89788 and excludes cultivation. Considering the proposed uses of soybean MON89788, there is no requirement for scientific information on potential environmental effects associated with cultivation. The GMO Panel considered the environmental comments raised by Member States in the above sections. The GMO Panel takes into account that this application does not include cultivation of the soybean so that the likelihood of cross-pollination between cultivated soybean crops and the occasional soybean plants which might occur from accidental release is considered to be extremely low.

If accidental release and subsequent establishment into the environment of soybean MON89788 plants were to occur, soybean MON89788 plants would only be fitter in the presence of glyphosate herbicides which are not currently used on cultivated soybean or in most areas where the soybean might be spilled. Therefore the GMO Panel is of the opinion that the likelihood of the spread and establishment of soybean MON89788 is very low and that unintended environmental effects due to this soybean will be no different from that of conventional soybean varieties. The scope of the monitoring plan provided by the applicant and the reporting intervals are in line with the intended uses of soybean MON89788.

### CONCLUSIONS AND RECOMMENDATIONS

The GMO Panel was requested to carry out a scientific risk assessment of the soybean MON89788 for food and feed uses, import and processing of soybean MON89788 and all derived products.

The GMO Panel is of the opinion that the molecular characterisation provided for the transformation event MON89788 is sufficient for the safety assessment. The bioinformatic analysis of the inserted DNA and flanking regions does not raise any safety concern. The expression of the genes introduced by genetic modification has been sufficiently analysed and the stability of the genetic modification has been demonstrated over several generations. The GMO panel considers that the molecular characterization does not indicate any safety concern.

Comparative analysis has shown that soybean MON89788 is compositionally and agronomically equivalent to conventional soybean, except for the introduced transgenic traits. The risk assessment included an analysis of data from analytical studies, bioinformatics, and *in vitro* and *in vivo* studies. The GMO Panel concluded that the soybean MON89788 is as safe as its non GM counterpart and that the overall allergenicity of the whole plant is not changed.

The application EFSA-GMO-NL-2006-36 concerns food and feed uses, import and processing. There is therefore no requirement for scientific assessment on possible environmental effects associated with the cultivation of soybean MON89788 in the EU. Considering the scope of the application, not for cultivation, the GMO Panel is of the opinion that the likelihood of the spread and establishment of soybean MON89788 is very low and that unintended environmental effects due to this soybean will be no different from that of conventional soybean varieties. The scope of the monitoring plan provided by the applicant and the reporting intervals are in line with the intended uses of soybean MON89788.

In conclusion, the GMO Panel considers that information available for soybean MON89788 addresses the comments raised by the Member States and considers that it is unlikely that soybean MON89788 will have any adverse effect on human and animal health or on the environment in the context of its proposed uses.

## DOCUMENTATION PROVIDED TO EFSA

1. Letter from the Competent Authority of The Netherlands (VROM), received 7 November 2006, concerning a request for placing on the market of soybean MON89788 in accordance with Regulation (EC) No 1829/2003.
2. Acknowledgement letter, dated 10 November 2006, from EFSA to the Competent Authority of The Netherlands (Ref. SR/KL/jq (2006) 1827639).
3. Letter from EFSA to applicant, dated 30 March 2007, with request for clarifications under completeness check (Ref. SR/KL/shv (2007) 2064007).
4. Letter from applicant, dated 19 April 2007, providing EFSA with an updated version of the application EFSA-GMO-NL-2006-36 submitted by Monsanto Europe S.A. under Regulation (EC) No 1829/2003:

Part I - Technical dossier

Part II - Summary

## SCIENTIFIC OPINION

Scientific Opinion on applications (EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub>, EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub>) for renewal of authorisation for the continued marketing of (1) food containing, consisting of, or produced from genetically modified soybean 40-3-2; (2) feed containing, consisting of, or produced from soybean 40-3-2; (3) other products containing or consisting of soybean 40-3-2 with the exception of cultivation, all under Regulation (EC) No 1829/2003 from Monsanto<sup>1</sup>

EFSA Panel on Genetically Modified Organisms (GMO)<sup>2,3</sup>

European Food Safety Authority (EFSA), Parma, Italy

### ABSTRACT

This scientific opinion is an evaluation of a risk assessment for the renewal of authorisations for continued marketing of the genetically modified herbicide tolerant soybean 40-3-2 (Unique Identifier MON-Ø4032-6) for (1) food containing, consisting of, or produced from genetically modified (GM) soybean 40-3-2; (2) feed containing, consisting of, or produced from soybean 40-3-2; and (3) of other products containing or consisting of soybean 40-3-2 with the exception of cultivation. Soybean 40-3-2 has been developed for tolerance to glyphosate herbicides by the introduction, via particle gun acceleration technology, of a gene coding for 5-enolpyruvylshikimate-3-phosphate synthase from *Agrobacterium* sp. strain CP4 (CP4 EPSPS). Molecular analyses indicated that soybean 40-3-2 contains one functional insert expressing CP4 EPSPS and a non-functional insert consisting of a fragment of the CP4 EPSPS coding sequence. Updated bioinformatic analyses of the flanking sequences and the open reading frames spanning the insert-plant DNA junctions and the levels of the newly expressed protein in soybean 40-3-2 did not raise any safety concern. The stability of the inserted DNA was confirmed over several generations. Available compositional and agronomic data show that soybean 40-3-2 is compositionally and agronomically equivalent to its conventional counterpart and to other commercial soybean varieties, except for expressing the CP4 EPSPS protein.

<sup>1</sup> On request from the European Commission on applications (EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub> and EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub>) submitted by Monsanto, Questions No EFSA-Q-2007-142, EFSA-Q-2007-141 adopted on 10 November 2010.

<sup>2</sup> Panel members: Hans Christer Andersson, Salvatore Arpaia, Detlef Bartsch, Josep Casacuberta, Howard Davies, Patrick du Jardin, Gerhard Flachowsky, Lieve Herman, Huw Jones, Sirpa Kärenlampi, József Kiss, Gijs Kleter, Harry Kuiper, Antoine Messéan, Kaare Magne Nielsen, Joe Perry, Annette Pötting, Jeremy Sweet, Christoph Tebbe, Atte Johannes von Wright, and Jean-Michel Wal. Correspondence: [gmo@efsa.europa.eu](mailto:gmo@efsa.europa.eu)

<sup>3</sup> Acknowledgement: The Panel wishes to thank the members of the Working Group on Molecular Characterisation, Food and Feed and Environment for the preparatory work on this scientific opinion, Boet Glandorf, Niels Hendriksen as external experts and EFSA's staff members Zoltán Divéki (MC), Karine Lheureux (ENV) and Claudia Paoletti (FF) for the support provided to this EFSA scientific opinion.

Suggested citation: EFSA Panel on Genetically Modified Organisms (GMO). Scientific Opinion of the Panel on Genetically Modified Organisms on applications (EFSA-GMO-RX-40-3-2) for the renewal of authorisation for the continued marketing of (1) food containing, consisting of, or produced from genetically modified soybean 40-3-2; (2) feed containing, consisting of, or produced from soybean 40-3-2; (3) other products containing or consisting of soybean 40-3-2 with the exception of cultivation, all under Regulation (EC) No 1829/2003 from Monsanto. EFSA Journal 2010;8(12):1908. [1-38]. doi: 10.2903/j.efsa.2010.1908.

Available online: [www.efsa.europa.eu/efsajournal.htm](http://www.efsa.europa.eu/efsajournal.htm)

## 5.2. Post-market environmental monitoring<sup>14</sup>

The objectives of a monitoring plan according to Annex VII of Directive 2001/18/EC are to confirm that any assumption regarding the occurrence and impact of potential adverse effects of the GMO, or its use, in the environmental risk assessment are correct and to identify the occurrence of adverse effects of the GMO, or its use, on human health or the environment which were not anticipated in the environmental risk assessment.

Monitoring is related to risk management, and thus a final adoption of the monitoring plan falls outside the mandate of EFSA. However, the EFSA GMO Panel gives its opinion on the scientific quality of the monitoring plan provided by the applicant (EFSA, 2006). The potential exposure to the environment of soybean 40-3-2 would be through manure and faeces from animals fed with GM soybean or through accidental release into the environment of GM soybean grains during transportation and processing. The EFSA GMO Panel is aware that, due to physical characteristics of soybean seed and methods of transportation, accidental spillage cannot be excluded. Therefore, the EFSA GMO Panel recommends that appropriate management systems are introduced to actively monitor the occurrence of feral soybean plants in areas where soybean spillage and plant establishment are likely to occur as proposed in the EFSA Guidance Document (EFSA, 2006a) and the scientific opinion of the EFSA GMO Panel on post-market environmental monitoring (EFSA, 2006b).

The scope of the monitoring plan provided by the applicant is in line with the intended uses. Since the environmental risk assessment did not cover cultivation and identified no potential adverse environmental effects, no case-specific monitoring is necessary.

The general surveillance plans proposed by the applicant includes (1) the description of an approach involving operators (federations involved in soybean import and processing) reporting to the applicants via a centralised system any observed adverse effect(s) of GMOs on human health and the environment, (2) a coordinating system established by EuropaBio for the collection of information recorded by the various operators (Lecoq et al., 2007, Windels et al., 2008), (3) the use of networks of existing surveillance systems. The applicant proposes to submit a general surveillance report on an annual basis and a final report at the end of the consent<sup>15</sup>.

Issues relating to the practical implementation of general surveillance and the evaluation of monitoring results are currently outside the remit of the EFSA GMO Panel. Details of the specific plans and methods of monitoring in each country should be developed by the applicant after the applications have been accepted (EFSA 2006).

The EFSA GMO Panel is of the opinion that the scope of the monitoring plans proposed by the applicant are in line with the intended uses of soybean 40-3-2 since the environmental risk assessment did not cover cultivation and identified no potential adverse environmental effects. The EFSA GMO Panel agrees with the reporting intervals proposed by the applicant in the general surveillance plan.

## 5.3. Conclusion

The scope of the applications EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub> and EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub> is for renewal of the authorisation of (1) food containing, consisting of, or produced from genetically modified (GM) soybean 40-3-2 (Unique Identifier MON-04032-6); (2) feed containing, consisting of, or produced from soybean 40-3-2; and (3) other products containing or consisting of soybean 40-3-2 with the exception of cultivation. Considering the intended uses, the environmental risk

<sup>14</sup> Additional information / December 2008

<sup>15</sup> Technical Dossier / section D11

assessment is concerned with indirect exposure mainly through manure and faeces from animals fed grains produced by soybean 40-3-2 and with the accidental release into the environment of viable grains by soybean 40-3-2 during transportation and processing.

In case of accidental release into the environment of viable grains of soybean 40-3-2 during transportation and processing, there are no indications of an increased likelihood of establishment and spread of feral soybean 40-3-2 plants, except in the presence of glyphosate herbicides. In addition, the low levels of environmental exposure of these GM soybean plants and the newly expressed protein through other routes indicate that the risk to non-target organisms is extremely low. The EFSA GMO Panel considers that it is unlikely that the recombinant DNA in soybean 40-3-2 transfers to bacteria and other microorganisms and that the risk caused by a rare but theoretically possible transfer of the recombinant epsps gene from soybean 40-3-2 to environmental microorganisms is regarded to be negligible due to the lack of a selective advantage in the context of its intended use that would be conferred. The scope of the post-market environmental monitoring plan provided by the applicant and the reporting intervals are in line with the intended uses of soybean 40-3-2.

The EFSA GMO Panel is aware that, due to physical characteristics of soybean seed and methods of transportation, accidental spillage cannot be excluded. Therefore, the EFSA GMO Panel recommends that, within general surveillance, appropriate management systems are introduced to actively monitor the occurrence of feral soybean plants in areas where spillage and soybean plant establishment are likely to occur as proposed in the EFSA Guidance Document (EFSA, 2006a) and the scientific opinion of the EFSA GMO Panel on post-market environmental monitoring (EFSA, 2006b).

The EFSA GMO Panel also recommends that appropriate management systems should be in place to restrict seeds of soybean 40-3-2 entering cultivation as this would require specific approval under Directive 2001/18/EC or Regulation (EC) 1829/2003.

## OVERALL CONCLUSIONS AND RECOMMENDATIONS

The EFSA GMO Panel was requested to deliver a scientific opinion for renewal of the authorisation for continued marketing of existing products from GM soybean 40-3-2 (references EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub> and EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub>) under Regulation (EC) No 1829/2003. The scope of these applications cover the continued marketing of (1) existing food containing, consisting of, or produced from soybean 40-3-2 (including food additives) (Reference EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub>); (2) existing feed containing, consisting of, or produced from soybean 40-3-2 (Reference EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub>); (3) other products containing or consisting of soybean 40-3-2 with the exception of cultivation (Commission Decision 96/281/EC) which were lawfully placed on the market in the Community before the date of entry into force of Regulation (EC) No 1829/2003 and included in the Community Register of genetically modified food and feed.

In delivering its scientific opinion, the EFSA GMO Panel considered the renewal applications (EFSA-GMO-RX-40-3-2<sub>[8-1a/20-1a]</sub>, EFSA-GMO-RX-40-3-2<sub>[8-1b/20-1b]</sub>); a consolidated application on the cultivation of soybean 40-3-2 (application EFSA-GMO-2005-NK-24); additional information submitted by the applicant on request of the EFSA GMO Panel; the scientific comments submitted by Member States; and relevant scientific publications. In accordance with the Guidance Document for renewal of authorisations of existing GMO products, the EFSA GMO Panel has taken into account the new information, experience and data on soybean 40-3-2, which have become available during the authorisation period.

The EFSA GMO Panel is of the opinion that the molecular characterisation data provided for soybean 40-3-2 are sufficient. The results of the bioinformatic analyses of the inserted DNA and the flanking

regions do not raise safety concern. The levels of CP4 EPSPS in soybean 40-3-2 have been sufficiently analysed and the stability of the genetic modification has been demonstrated. The EFSA GMO Panel considers that the molecular characterisation does not indicate a safety concern.

The new data from field trials confirms that soybean 40-3-2 is compositionally, agronomically and phenotypically equivalent to the conventional counterpart and to other commercial soybean varieties, except for being tolerant to glyphosate herbicides. The updated bioinformatics analysis of the newly expressed protein provided by the applicant and the safety assessment of the whole soybean plant identified no concerns regarding potential toxicity and allergenicity of soybean 40-3-2. Feeding studies on laboratory animals and several farm animals and fish confirmed the nutritional equivalence of soybean 40-3-2 to its conventional non-GM counterpart. New information available in peer-reviewed scientific literature and supplementary studies supplied by the applicant confirms that soybean 40-3-2 is as safe and as nutritious as the conventional counterpart and to other commercial soybean varieties. The European consumers have been exposed to soybean 40-3-2 mainly via soybean oil at levels around 3.4-3.7 g/person/day. Processed meal of soybean 40-3-2 has been given to farm animals within the EU at maximum dietary inclusion levels around 21% for broiler chickens, 18% for pigs, and 12% for dairy cattle. No adverse effects have been reported.

Considering the intended uses of soybean 40-3-2, which exclude cultivation, there is no requirement for scientific assessment on possible environmental effects associated with the cultivation of soybean 40-3-2. In case of accidental release into the environment of viable grains of soybean 40-3-2 during transportation and processing, there are no indications of an increased likelihood of establishment and spread of feral soybean 40-3-2 plants, except in the presence of glyphosate herbicides. In addition, the low levels of environmental exposure of these GM soybean plants and the newly expressed protein through other routes indicate that the risk to non-target organisms is extremely low. The EFSA GMO Panel considers that it is unlikely that the recombinant DNA in soybean 40-3-2 transfers to bacteria and other microorganisms and that the risk caused by a rare but theoretically possible transfer of the recombinant epsps gene from soybean 40-3-2 to environmental microorganisms is regarded to be negligible due to the lack of a selective advantage in the context of its intended use that would be conferred. The scope of the post-market environmental monitoring plan provided by the applicant and the reporting intervals are in line with the intended uses of soybean 40-3-2. The EFSA GMO Panel is aware that, due to physical characteristics of soybean seed and methods of transportation, accidental spillage cannot be excluded. Therefore, the EFSA GMO Panel recommends that, within general surveillance, appropriate management systems are introduced to actively monitor the occurrence of feral soybean plants in areas where soybean spillage and plant establishment are likely to occur.

The EFSA GMO Panel recommends that appropriate management systems should be in place to restrict seeds of soybean 40-3-2 entering cultivation as the latter requires specific approval under Directive 2001/18/EC or Regulation (EC) No 1829/2003.

In conclusion, the EFSA GMO Panel considers that the information available for soybean 40-3-2 addresses the scientific comments raised by the Member States and that the soybean 40-3-2 assessed in these applications is as safe as its conventional counterpart with respect to potential effects on human and animal health and the environment in the context of its intended uses. The EFSA GMO Panel concludes that soybean event 40-3-2 is unlikely to have any adverse effects on human and animal health and the environment, in the context of its intended uses.

## SCIENTIFIC OPINION

### Scientific Opinion on application (EFSA-GMO-BE-2010-79) for the placing on the market of insect resistant genetically modified soybean MON 87701 for food and feed uses, import and processing under Regulation (EC) No 1829/2003 from Monsanto<sup>1</sup>

EFSA Panel on Genetically Modified Organisms (GMO)<sup>2,3</sup>

European Food Safety Authority (EFSA), Parma, Italy

#### ABSTRACT

This scientific opinion is an evaluation of a risk assessment of the genetically modified, insect resistant, soybean MON 87701 for food and feed uses, import and processing. Soybean MON 87701 was developed through *Agrobacterium*-mediated transformation. It contains a single insert consisting of a *cryIAc* expression cassette, encoding the CryIAc protein that confers resistance against specific lepidopteran insects. The stability of the insert was confirmed over multiple generations. Bioinformatic analyses of the insert and its flanking regions, and levels of newly expressed protein did not raise safety concerns. Comparative analyses of compositional, phenotypic and agronomic characteristics indicated that soybean MON 87701 is not different from its conventional counterpart (A5547) and equivalent to commercial soybean varieties, except for having an increased vitamin E content (still within normal ranges) and expressing the CryIAc protein. The safety assessment of the CryIAc protein and soybean MON 87701 identified no concerns regarding potential toxicity and allergenicity. A feeding study on broiler chickens confirmed that defatted soybean MON 87701 meal is as nutritious as conventional defatted soybean meal. There are no indications of an increased likelihood of establishment and spread of feral soybean plants. Considering its intended use as food and feed, environmental risks associated of an unlikely but theoretically possible horizontal gene transfer from soybean MON 87701 to bacteria have not been identified. Potential interactions of soybean MON 87701 with the biotic and abiotic environment were not considered due to the low level of exposure. The monitoring plan and reporting intervals are in line with the intended uses of soybean MON 87701. The EFSA GMO Panel considers that the soybean MON 87701, as described in this application, is as safe as its conventional counterpart with respect to potential effects on human and animal health and the environment in the context of its intended uses.

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<sup>1</sup> On request from the Competent Authority of Belgium for an application (EFSA-GMO-BE-2010-79) submitted by Monsanto, Question No EFSA-Q-2010-00867, adopted on 6 July 2011.

<sup>2</sup> Panel members: Hans Christer Andersson, Salvatore Arpaia, Detlef Bartsch, Josep Casacuberta, Howard Davies, Patrick du Jardin, Gerhard Flachowsky, Lieve Herman, Huw Jones, Sirpa Kärenlampi, Jozsef Kiss, Gijs Kletter, Harry Kuiper, Antoine Messéan, Kaare Magne Nielsen, Joe Perry, Annette Pöring, Jeremy Sweet, Christoph Tebbe, Ate Johannes van Wright, and Jean-Michel Wal. Correspondence: [gmo@efsa.europa.eu](mailto:gmo@efsa.europa.eu)

<sup>3</sup> Acknowledgement: The Panel wishes to thank the members of the Working Groups on Molecular Characterisation, Food and Feed and Environment for the preparatory work on this scientific opinion; Niels Bohse Hendriksen as external expert and the EFSA's staff members Jaime Aguilera (MC), Christina Ehlert (ENV) and Andrea Germini (FF) for the support provided to this scientific opinion.

## CONCLUSIONS AND RECOMMENDATIONS

The EFSA GMO Panel was requested to carry out an evaluation of a scientific risk assessment of the soybean MON 87701 for food and feed uses, import and processing in accordance with Regulation (EC) No 1829/2003.

The EFSA GMO Panel is of the opinion that the molecular characterisation data provided for soybean MON 87701 are sufficient to conclude on this part of the risk assessment evaluation. The results of the bioinformatic analyses of the inserted DNA and the flanking regions do not raise safety concerns. The levels of Cry1Ac protein in soybean MON 87701 have been sufficiently analysed in various tissues and the stability of the genetic modification has been demonstrated. The EFSA GMO Panel considers that the molecular characterisation does not indicate a safety concern.

Based on the comparative analysis of soybean MON 87701, the conventional counterpart (A5547) and several other commercial soybean varieties, the EFSA GMO Panel concludes that soybean MON 87701, as assessed in this application, is compositionally, phenotypically and agronomically not different from its conventional counterpart except for having an increased vitamin E content (still within the normal range of soybeans) and expressing the Cry1Ac protein. Except for expressing the Cry1Ac protein, soybean MON 87701 is also compositionally and agronomically equivalent to commercial soybean varieties.

The Cry1Ac protein expressed in MON 87701 is degraded in simulated digestive and intestinal fluids, and bioinformatics-supported studies demonstrated that the Cry1Ac protein show no homology to known toxic and allergenic proteins. No toxicity of the Cry1Ac protein was observed in an acute toxicity study in mice where the protein was administered orally at a high dose.

The result of 90-days feeding studies in rats with processed soybean MON 87701 meal did not raise concern. Whole-product testing of soybean extracts to sera from soy-allergic patients demonstrated unchanged overall allergenicity of the whole plant. A 42-day feeding study on broiler chickens showed that defatted soybean meal from MON 87701 is as nutritious as meal from the conventional counterpart and other soybean varieties included in the study.

Considering the intended uses of soybean MON 87701, which exclude cultivation, there is no requirement for scientific assessment on possible environmental effects associated with the cultivation of this GM soybean. In case of accidental release into the environment of viable seeds of soybean MON 87701 (e.g.: during transportation and processing), there are no indications of an increased likelihood of establishment and spread of feral soybean plants, except under infestation conditions of specific target organisms. In addition, the low levels of environmental exposure of these GM soybean plants and the newly expressed protein through other routes indicate that the risk to non-target organisms is extremely low. The unlikely but theoretically possible transfer of the recombinant gene from soybean MON 87701 to environmental bacteria does not raise concern due to the lack of a selective advantage in the context of its intended uses. The scope of the post-market environmental monitoring plan provided by the applicant and the reporting intervals are in line with the intended uses of soybean MON 87701. The EFSA GMO Panel is aware that, due to physical characteristics of soybean seed and methods of transportation, accidental spillage cannot be excluded. Therefore, the EFSA GMO Panel recommends that, within general surveillance, appropriate management systems are introduced to actively monitor the occurrence of feral soybean plants in areas where soybean spillage and plant establishment are likely to occur.

In conclusion, the EFSA GMO Panel considers that the information available for soybean MON 87701 addresses the scientific comments raised by the Member States and that the soybean MON 87701, as described in this application, is as safe as its conventional counterpart with respect to potential effects on human and animal health and the environment in the context of its intended uses.

AGENȚIA SANITAR-VETERINARĂ  
ȘI PENTRU SIGURANȚA PRODUSELOR  
DE ORIGINE ANIMALĂ

Anexa 4  
la Regulamentul cu privire la  
condițiile și procedura de autorizare  
sanitar veterinară a unităților supuse  
controlului sanitar veterinar

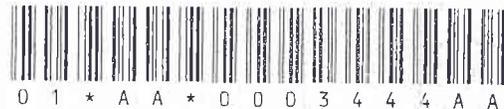


AUTORIZAȚIE  
SANITARĂ VETERINARĂ  
DE FUNCȚIONARE



„13” noiembrie 2012

Nr.



Valabilă pînă „\_\_\_\_” \_\_\_\_\_ 20\_\_\_\_  
SC „SAFMADORA-GRUP” SRL

1. Eliberată

denumirea agentului economic, adresa, telefon  
mun. Chișinău, str. Valea Bicului, 54 tel.

pentru funcționarea

DEPOZITUL DE FURAJE  
denumirea obiectului, adresa, telefon  
r-n. Anenii Noi, s. Floreni tel.

2. Profilul activității Recepționarea și depozitarea în condiții  
abută, achiziționare, păstrare, prelucrare  
corespunzătoare nutrețurilor și aditivilor furajeri cu operațiuni de  
import în baza respectării cerințelor și normelor sanitare veterinare în  
vigoare a R. Moldova.  
fabricare, distribuire, comercializare, etc a materiei prime,  
produsele de origine animală și

produsele care conțin componente de origine animală, alte specificări de activitate

3. Baza de emițere a autorizației Documentația prezentată la DRSV și  
pentru SPOA Anenii Noi și referatul tehnic nr. 086 din 13-11-2012.

Agentul economic, posesor al prezentei autorizații este obligat și își asumă responsabilitatea:  
- să respecte continuu prescripțiile actului de emițere a prezentei autorizații;  
- la expirarea valabilității autorizației să organizeze înnoirea ei în modul stabilit;  
- să asigure respectarea cerințelor sanitare veterinare prin prisma actelor normative și legislative în vigoare ale Republicii Moldova;

Nerespectarea condițiilor care au stat la baza emiterii prezentei autorizații, schimbarea profilului sau efectuarea altor activități atrage după caz, ridicarea temporară sau definitivă a autorizației, precum și sancționarea conform legislației în vigoare a Republicii Moldova.



Șef al Direcției Sanitar-Veterinare  
și pentru Siguranța Produselor Anenii Noi  
de Origine Animală  
r-nul / mun. \_\_\_\_\_

P. Andronic

(semnătură)

(nume, prenume)

Reclamații și sugestii la tel. \_\_\_\_\_



МІНІСТЕРСТВО ЕКОНОМІЧНОГО РОЗВИТКУ І ТОРГІВЛІ УКРАЇНИ

ДЕРЖАВНЕ ПІДПРИЄМСТВО «ВСЕУКРАЇНСЬКИЙ ДЕРЖАВНИЙ  
НАУКОВО-ВИРОБНИЧИЙ ЦЕНТР СТАНДАРТИЗАЦІЇ, МЕТРОЛОГІЇ,  
СЕРТИФІКАЦІЇ ТА ЗАХИСТУ ПРАВ СПОЖИВАЧІВ»  
(ДП «УКРМЕТРТЕСТСТАНДАРТ»)

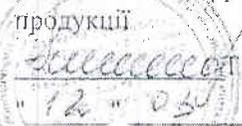
ВИПРОБУВАЛЬНА СЛУЖБА УкрТЕСТ

НАУКОВО-ДОСЛІДНИЙ ЦЕНТР ВИПРОБУВАНЬ ПРОДУКЦІЇ

Адреса: вул. Метрологічна, 4, м. Київ, 03143, Україна  
Телефон: (+38044)-526-20-03; телефакс: (+38044)-522-66-57; ел. пошта: rtderp@prodcert.org

ЗАТВЕРДЖУЮ

Заступник начальника науково-  
дослідного центру випробувань  
продукції

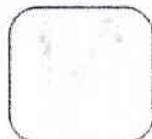
  
Т. О. Шаповалова  
" 12 " 03 2018 р.



**ПРОТОКОЛ**  
випробувань харчової продукції  
№ 2667/18-х

Науково-дослідний центр випробувань продукції акредитований Національним агентством з акредитації України на компетентність відповідно до вимог ДСТУ ISO/IEC 17025:2006

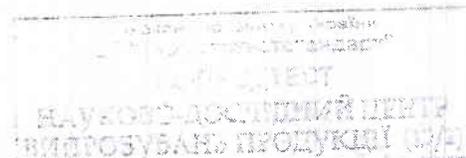
Атестат акредитації № 2Н635 від 01 червня 2017 р.



2H635  
ДСТУ ISO/IEC 17025

Всього аркушів 3

Київ-2018



1. Заявник: ТОВ "Глобинський переробний завод", вул. Володимирівська, 203, м. Глобине, Полтавська обл., 39000, Україна

Завдання № 00879-17/18 від 03.03.2018 Українського науково-методичного центру оцінки відповідності та випробувань харчових продуктів, виробів, що контактують з харчовими продуктами, іграшок, парфумерно-косметичної продукції та продукції побутової хімії (УкрПРОДТЕСТ) на проведення випробувань продукції згідно з листом Заявника № 149 від 02.03.2018

2. Об'єкт випробувань та реєстраційний номер:

2667. Шрот соевий гранульований за ДСТУ 4230:2003, розмір партії 6000 т, дата виготовлення 25.02.2018 - 02.03.2018, термін придатності до споживання 4 місяці

Примітка: назва продукції вказана згідно з актом відбору зразків.

3. Акт відбору зразків: від 02.03.2018. Зразки відібрано представником Заявника

4. Дата одержання зразків: 06.03.2018

5. Дата проведення випробувань: 06.03.2018 – 12.03.2018

6. Результати випробувань<sup>1</sup>: наведені в таблиці

7. Висновок: У зразку продукції (реєстраційний № 2667) виявлено генетично модифіковану дезоксирибонуклеїнову кислоту (ДНК) сої, що має цільові послідовності промотора 35S та NOS-термінатора, гену 5-енолпірувілшикимат-3-фосфат-синтази (EPSPS) із *Agrobacterium tumefaciens* (CP4), ліній GTS 40-3-2, MON89788. Вміст генетично модифікованої ДНК сої, визначеної за цільовою послідовністю GTS 40-3-2, становить 8,82 %. Вміст генетично модифікованої ДНК сої, визначеної за цільовою послідовністю MON89788, становить 0,29 %

8. Відповідальні виконавці:

Начальник лабораторії,  
канд. вет. наук

  
Р.А. Голубець

Таблиця

## РЕЗУЛЬТАТИ ВИПРОБУВАНЬ

2667. Шрот соевий гранульований за ДСТУ 4230:2003  
Молекулярно-генетичні показники

Результати випробувань	Позначення ІД на методи випробувань
Виявлена цільова таксон-специфічна послідовність ДНК сої ген ( <i>le1</i> )	ДСТУ ISO 21570:2008
Виявлена цільова послідовність промотора 35S вірусу мозаїки цвітної капусти (CaMV)	ДСТУ ISO 21569:2008
Виявлена цільова послідовність NOS-термінатора (нопалін синтази) із <i>Agrobacterium tumefaciens</i>	ДСТУ ISO 21569:2008
Виявлена цільова послідовність гену 5-енолпірувілшикимат-3-фосфат-синтази (EPSPS) із <i>Agrobacterium tumefaciens</i> (CP4)	MBB 081/12-0751-11
Не виявлена цільова послідовність гену фосфінотрицини N-ацетилтрансферази із <i>Streptomyces viridochromogenes</i> (PAT)	MBB 081/12-0751-11
Не виявлена цільова послідовність гену фосфінотрицини N-ацетилтрансферази із <i>Streptomyces hygroscopicus</i> (BAR)	MBB 081/12-0751-11

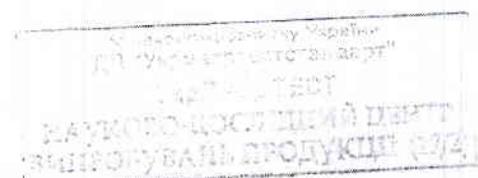
<sup>1</sup> Результати випробувань стосуються тільки зразків, які подавалися на випробуванням.

Протокол випробувань не можна підтверювати частково без письмового дозволу дослідного центру випробувань.

Результати випробувань	Позначення НД на методи випробувань
Виявлена генетично модифікована специфічна цільова послідовність <u>GTS 40-3-2</u>	ДСТУ ISO 21570:2008
Виявлена генетично модифікована специфічна цільова послідовність <u>MON 89788</u>	ДСТУ ISO 21570:2008
Вміст генетично модифікованої ДНК сої, визначеної за цільовою послідовністю GTS 40-3-2, становить $8,82 \pm 0,30\%$	ДСТУ ISO 21570:2008
Вміст генетично модифікованої ДНК сої, визначеної за цільовою послідовністю MON89788, становить $0,29 \pm 0,07\%$	ДСТУ ISO 21570:2008

межа визначення методу 0,1 % (ERM-BF410bk)

Методи та засоби вимірювальної техніки, що використовувались для визначення показників:  
– визначення молекулярно-генетичних показників проводилось методом полімеразної ланцюгової реакції в реальному часі (PCR Real - Time) на ампліфікаторі CFX96 ("Bio-Rad", США).



Globino, Ukraine

June 06, 2018

г. Глобино, Украина

«06» июня 2018г.

Limited Liability Company "Globinsky processing plant" (a legal entity registered in accordance with the laws of Ukraine), further referred to as «the Seller», represented by Zeljko Erceg, acting on the basis of the POA 1372 dd. 29/11/2017, and

S. R. L. «SAFMADORA-GRUP» (Republic of Moldova), hereinafter referred to as "the Buyer", represented by Director Petrencu Vitalie, acting on the basis of the Charter, have concluded this Contract № 06/06/2018 dd. 06.06.2018 as follows:

The Seller transfers the ownership for the Commodity to the Buyer and the Buyer accepts from the Seller and pays to the Seller for the Commodity under the following terms and conditions:

**1. GOODS:**

1.1 Soybean meal in pellets, in bulk, the country of origin – Ukraine (hereinafter – the "Goods" or the "Commodity")

1.2. Quantity, price and total value of the parcel of Goods as well as the delivery term shall be specified in the Applications to the given Contract. After signing by authorized representatives of the Parties and stamping, the Applications shall be an integral part of the Contract.

**2. THE PRICE AND TOTAL VALUE OF THE CONTRACT**

2.1. Contract's currency – USA dollars.

2.2. The price of the Goods shall be specified in the Applications to the given Contract for each separate consignment of Goods.

2.3. Total value of the Goods shall be considered as the sum of values, of all consignments of Goods delivered by the Seller and accepted by the Buyer during the term of the present Contract.

**3. QUANTITY AND QUALITY OF THE COMMODITY:**

3.1. Quantity of the Goods shall be specified in the Applications to the given Contract.

3.2. Total quantity of the Goods hereunder shall be defined as the sum of factual deliveries of the Goods executed by the Seller during the term of the given Contract.

3.3. Final quantity of the Goods shall be defined as per the weight specified in the relevant railway bill when the Goods are loaded into the rail wagons at the place of Goods dispatch.

3.4. The Goods correspond to DSTU 4230:2003 and the following quality specifications:

- Moisture and volatile matter, max 12%;
- Protein as is, basis 46%, min 45%;
- Fiber as is, max 5%;
- Fat content on dry basis, max 2%;
- Urease activity (change in pH for 30 minutes), max. 0.20 pH.

3.4.1. The manufacturer of the Goods under this Contract is LLC "Globinsky processing plant", 39000, Ukraine, Poltava region, Globino, 203 Volodymyrivska Str.

Общество с ограниченной ответственностью «Глобинский перерабатывающий завод» (юридическое лицо, зарегистрированное в соответствии с правом Украины), именуемое в дальнейшем «Продавец», в лице Желько Эрцег, действующего на основании Доверенности №1372 от 29/11/2017, с одной стороны и «САФМАДОРА ГРУП» ООО (Республика Молдова), именуемая в дальнейшем «Покупатель», в лице директора Петренку Виталия, действующего на основании Устава, заключили настоящий Контракт № 06/06/2018 от 06.06.2018 года о следующем:

Продавец по настоящему Контракту передает Товар Покупателю, а Покупатель принимает от Продавца и оплачивает Продавцу нижеописанный Товар в соответствии со следующими сроками и условиями:

**1. ТОВАР:**

1.1 Шрот соевый гранулированный, насыпью, страна происхождения – Украина (далее - «Товар»).

1.2 Количество, цена и общая стоимость партии Товара, а также сроки поставки указываются в Приложениях к данному Контракту. После подписания уполномоченными представителями Сторон и скрепления печатями, Приложения являются неотъемлемой частью Контракта.

**2. ЦЕНА ТОВАРА И ОБЩАЯ СТОИМОСТЬ КОНТРАКТА**

2.1. Валюта Контракта – доллары США.

2.2. Цена Товара указывается в Приложениях к данному Контракту для каждой отдельной партии Товара.

2.3. Общая стоимость Товара определяется как суммарная стоимость, всех партий Товара, поставленных Продавцом и принятых Покупателем на протяжении срока действия данного Контракта.

**3. КОЛИЧЕСТВО И КАЧЕСТВО ТОВАРА:**

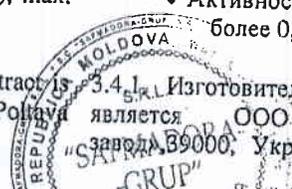
3.1. Количество Товара указывается в Приложениях к данному Договору.

3.2. Общее количество Товара по данному Договору определяется суммой фактических поставок Товара, осуществленных Продавцом на протяжении срока действия данного Договора.

3.3. Окончательное количество партии Товара определяется согласно весу указанному в соответствующей железнодорожной накладной при погрузке Товара в железнодорожные вагоны в пункте отправки Товара.

3.4. Товар должен соответствовать ДСТУ 4230:2003, а также иметь следующие показатели качества:

- Влага и летучие вещества, не более 12%;
- Сырой протеин, базис 46%, но не менее: 45%;
- Сырая клетчатка, не более: 5%;
- Содержание сырого жира на а.с.в., не более: 2%;
- Активность уреазы (изменение рН за 30 мин), не более 0,20 рН.



3.4.1. Изготовителем Товара по настоящему Контракту является ООО «Глобинский перерабатывающий завод», 39000, Украина, Полтавская обл., г. Глобино, ул.

3.5 The Buyer, at his own expense, nominates agreed by the Parties the first-class independent surveyor company for selecting additional samples and checking the quality of the Goods at the destination (Railway station), but in any case before unloading and opening of the seals (as stated in the certificate surveyor) and no later than 2 days after the arrival of rail cars.

The final quality is according to the analyses results and is to be confirmed with the Quality certificate, issued by the surveyor. If the Buyer/Buyer's surveyor detects discrepancy between actual quality of the delivered Goods and quality specifications indicated in the cl. 3.4. of the Contract, the Buyer undertakes to inform the Seller regarding such discrepancy via e-mail. In this case the Seller, within the 12 (twelve) hours from the moment of receiving of this notification, must inform the Buyer about the arrival of his representative to the Destination place for the joint sampling and joint analysis of Goods quality or any other actions.

The claim on quality of the Goods will be reasonable only with the provided act of first-class surveyor company on quality issues.

The Buyer shall send the Quality certificate of the surveyor to the Seller, via email, within 1 (one) day of its issuance.

In case of absence additional verification the independent surveyor- Quality is as per Quality certificate of the plant-producer of the Goods.

3.6. The Seller shall advise the Buyer about the planned date of loading, but not later than 3 days.

3.7. During performance of additional tests (analysis) and waiting for their results Vehicles with Goods are staying at the Destination Place (mentioned in p. 4.1. of the Contract) for the responsibility of the Buyer.

In case of non-confirmation of Buyer's claim about low quality of delivered Goods, demurrage of rail cars and all other connected expenses are for the Seller account, otherwise – at the Buyer's cost.

3.8. In the case of confirmation of non-compliance survey company quality goods parameters specified in section 3.4. this Contract, Seller agrees to review the price of the respective party or to return the goods to the Purchaser of the advance payment of the Goods according to the following calculations:

At a protein content between 46% and 45%, the Contract Price shall be decreased as calculated at 1:1 value. In case of Goods having protein content below 45%, the Buyer shall be entitled to reject the Goods

In the case of a revision (reduction) of the price the Parties undertake to sign the Act.

#### 4. DELIVERY TERMS AND PROCEDURE:

4.1. Delivery should be by railcars on the term DAP border (Ukraine-Moldova), bordercrossing stations Kuchurgan/Novosavitskaya (hereinafter – "Destination Place"), as per INCOTERMS 2010.

4.2. The date of delivery of the Commodity shall be according to the date of the relevant CD.

4.3. The Goods ownership title passes from the Seller to the Buyer since the date of the relevant CD.

4.4. Delivery of the Goods is performed by the Seller when

Владимировская, 203.

3.5. Покупатель, за свой счет, номинирует согласованную Сторонами первоклассную независимую сюрвейерскую компанию для отбора дополнительных проб и проверки качества Товара в месте назначения (ЖД станция), но в любом случае до выгрузки Товара и вскрытия пломб (с освидетельствованием в сертификате сюрвейера) и не позднее 2 дней с дня прибытия вагонов.

Окончательное качество определяется согласно результатов анализов и подтверждается сертификатом качества, выданного сюрвейером. В случае если Покупателем/сюрвейером Покупателя будет обнаружено несоответствие между качеством поставленного Товара и показателями, указанными в п. 3.4. Контракта, Покупатель обязуется сообщить об этом Продавцу посредством электронной связи. В данном случае Продавец в течение 12 часов с момента получения данного уведомления, обязан сообщить Покупателю о прибытии своего представителя на Место поставки для совместного отбора проб и проведения совместных повторных анализов по качеству Товара, или выполнения иных действий.

Основанием для заявления претензии по качеству Товара будет являться официально заключение по качеству первоклассной сюрвейерской компании.

Покупатель обязуется направить электронной почтой Продавцу сертификат исследований сюрвейера.

В случае отсутствия дополнительной проверки независимым сюрвейером показатели качества Товара – согласно Качественному удостоверению завода-производителя Товара.

3.6. Продавец обязан уведомить Покупателя, не позднее чем за 3 дня о запланированной дате погрузки Товара.

3.7. За время проведения дополнительной проверки качества Товара (анализов) и ожидания на их результаты транспортные средства с Товаром находятся в Месте поставки (указанном в п. 4.1. Контракта) на ответственности Покупателя.

В случае не подтверждения претензии Покупателя касательно поставки некачественного Товара, простой ж/д вагонов, а также другие расходы, связанные с товаром – за счет Покупателя, в противном случае за счет – Продавца.

3.8. В случае подтверждения сюрвейерской компанией несоответствия качества Товара параметрам, указанным в п.3.4. настоящего Контракта, Продавец обязуется пересмотреть цену соответствующей партии Товара или вернуть Покупателю часть предварительной оплаты этой партии Товара согласно нижеследующим расчетам:

Товар с показателем сырого протеина ниже 45%, не принимается; при значении протеина Товара в пределах между 46% и 45%, цена контракта пересчитывается 1 к 1

В случае пересмотра (уменьшения) цены, Стороны обязуются подписать Акт.

#### 4. УСЛОВИЯ ПОСТАВКИ:

4.1. Поставка осуществляется железнодорожным транспортом на условиях DAP граница (Украина-Молдова), ст. погранперехода Кучурган/Новосавицкая (далее – «Место Поставки»), в толковании ИНКОТЕРМС 2010.

4.2. Дата поставки партии Товара согласно даты оформления соответствующей ТД.

4.3. Право собственности на Товар переходит от Продавца к Покупателю с даты оформления соответствующей ТД.

4.4. Поставка Товара производится Продавцом при наличии

the following conditions are met:

- Coordination by the Parties quantity, the delivery terms and the price of the Goods by signing relevant Application to the current Contract per lot of Goods to be supplied;

- Payment for the lot of Goods by the Buyer in accordance with paragraph 5.1. of this Contract, as well as full payment for a prior delivery;

- Timely, no later than 5 (five) working days before the dispatch date, providing the Applications for shipment of the Goods with the instructions for the issuing of all shipping documents.

4.5. The Seller or his representative has the right to be present at the time and place of the Commodity receipt at the Destination Place.

4.6. In the case of fulfillment of the conditions of p. 4.4, the Seller dispatches the Goods within 3 (three) working day after the funds have been credited, nevertheless the Buyer shall deliver the Goods in the period agreed upon the relevant Application to this Contract.

4.7. The Seller is obliged to provide the delivery order to the Buyer 2 (two) days prior the estimated date of the shipment and in case of delivery by railcars to provide Buyer with dispatch schedule stating number in AS MESPLAN and daily ARM-plan.

4.8. Seller empowers his Shipper to give to Buyer the number of application registered in AS Mesplan (with indicated station of shipment, road, quantity and name of the goods). The Buyer obliges to provide the Seller the confirmation of the Rail Station (mentioned in the p. 5.1 of the Contract) about readiness to acceptance the wagons with the Commodity and confirmation from 'Ukrzaliznytsia' rail not later than three working days after getting the number of application registered in AS Mesplan from the Seller.

4.9. In case of delay in presenting/non presenting of acceptance of the receiver, in confirmation of dispatch schedule in AS "MESPLAN", concurrence of application ARM-planning, any prohibition and/or in case of delays with presentation of sipping instructions by the Buyer or confirmation about readiness to accept the Commodity or/ declaration of official railway convention dispatch period will be extended accordingly for the equal number of days of delays. Same rule applicable in case of the ban and conventions (for loading / unloading wagons) declared by the Railway authorities in respect of the country of destination place.

4.10. The Seller undertakes to clear the entire Commodity through the Ukrainian customs (including payment of custom duty and the value of the CD issuance as well as payment of export duty).

The Seller is obliged to perform customs clearance of the Goods for his own expense.

4.11. All taxes, levies, licenses and duties related to the exports of the Commodity are at the Seller's account, whereas all taxes, levies, licenses and duties related to the import of the Commodity are at the Buyer's account.

4.12 The Receiver of the Commodity – as per instruction of the Buyer.

4.13. Consignor shall be according to the shipping documents

4.14. Each Vehicle (rail cars) should be supported with following documents:

выполнения следующих условий:

- согласования Сторонами количества, периода поставки и цены партии Товара, путем подписания обеими Сторонами Приложения к данному Контракту на партию Товара, подлежащую поставке;

- оплаты Покупателем партии Товара в соответствии с пунктом 5.1. настоящего Контракта, а так же полная оплата за ранее осуществленные поставки;

- своевременного, не позднее 5 (пяти) рабочих дней до запланированной даты отправки, предоставления Покупателем заявки на отгрузку Товара с инструкциями по оформлению всех отгрузочных документов.

4.5. Продавец или его представитель имеют право присутствовать на приемке Товара в Месте поставки.

4.6. В случае выполнения указанных в пункте 4.4. Контракта условий, отгрузка партии Товара производится Продавцом в течение 3 (трех) рабочих дней с момента зачисления на его валютный счет денежных средств. Но в любом случае Продавец обязуется осуществить поставку партии Товара в согласованный в Приложении к данному Контракту срок.

4.7. Продавец обязуется уведомить Покупателя о планируемой дате начала отгрузки партии Товара за 2 (два) календарных дня до предполагаемой даты отгрузки, а также, в случае поставки железнодорожным транспортом, предоставить Покупателю график отгрузки с номером в АС МЕСПЛАН и с посуточным АРМ-планированием.

4.8 Продавец уполномочивает своего грузоотправителя предоставить Покупателю номер своей заявки зарегистрированной в АС Месплан (с указанием станции отгрузки, пути, количества и наименования Товара к перевозки). Покупатель обязан предоставить Продавцу подтверждение ж.д. станции о приеме вагонов с Товаром и согласование с Укрзализныцей в течении 3 рабочих дней с момента получения номера заявки, зарегистрированной в АС Месплан, от Продавца.

4.9. В случае задержки предоставления /непредоставления согласия получателя, подтверждения плана отгрузки в программе АС «МЕСПЛАН», согласования заявок АРМ-планирования, и/или в случае задержки предоставления подтверждения о готовности принять Товар или Покупателем отгрузочных инструкций, или объявления официальных ж/д конвенций период поставки будет продлен на соответствующее количество дней таких задержек, запретов. То же самое правило применяется в случае запрета и/или конвенций (на погрузку/разгрузку вагонов), объявленных железнодорожной администрацией в отношении страны местонахождения места поставки.

4.10. Продавец ответственен за таможенную очистку всего Товара в режиме экспорт (включая оплату таможенного сбора, оплату стоимости ТД и оплату экспортной пошлины) Продавец обязуется произвести таможенное оформление Товара в режиме экспорт за свой счет.

4.11. Все налоги, сборы, лицензии и пошлины, связанные с экспортом Товара – оплачиваются за счет Продавца в то время как все налоги, сборы, лицензии и пошлины, связанные с импортом Товара – оплачиваются за счет Покупателя.

4.12. Грузополучатель Товара – согласно инструкций Покупателя.

4.13. Грузоотправитель Товара согласно сопроводительных документов.

4.14. Каждое транспортное средство (Железнодорожный



- Certificate of origin
- Veterinary certificate

4.15. Each party Goods should be supported with following documents:

- CD (copy)
- Railway bill
- Quality Certificate of plant-producer
- Invoice on the party
- Test report on GMO certified with the seal (copy)

**5. PAYMENT TERMS:**

5.1. Prepayment of 100% value of consignment of Goods shall be paid in USD by bank transfer to the Seller's bank account within 3 (three) banking days from the date of providing copy of the Invoice to the Buyer by fax or e-mail.

The date of payment shall be the date of receiving funds by the Seller to his account.

5.2. Bank charges in Seller's bank – for Seller's account, in Buyer's bank – for Buyer's account.

Commission of correspondent banks of the Seller shall be for Seller's account, commission of correspondent banks of the Buyer – for Buyer's account.

**6. FORCE-MAJEURE:**

6.1. No liability shall result from the non-performance or partial non-performance of any obligation under this Contract caused by circumstances beyond control such as fire, earthquakes, other natural catastrophes, as well as war, embargoes, prohibition of export of the Commodity by the public authorities, other governmental interference, and others that could have not been foreseen nor prevented by the Parties provided these circumstances directly prevent the Parties from performing their obligations under the Present Contract.

6.2 Force Majeure shall automatically extend the period for performing the obligations under the present Contract for the period equal to the duration of such circumstances.

If the circumstances continue for more than 10 days, each Party can refuse the Contract obligations fulfilment.

6.3. The Party to which cannot fulfil its contractual obligations hereunder due to an Event of Force Majeure or a Prohibition on Performance shall immediately inform the Party of the commencement and the end of such circumstances.

6.4. Certificate of the Chamber of Commerce of the respective country or of the other relevant governmental authority confirming the existence of the circumstances beyond control will be considered as sufficient proof of Force Majeure.

6.5. In case of termination of this contract due to force majeure circumstances, the Seller shall return to Buyer all monies received by it for the product that has not been transferred by the Seller to the Buyer by reason of force majeure. Seller agrees to return these funds to the Purchaser within five business days of receipt of written notice

вагон) сопровождается следующими документами:

- Оригинал сертификата происхождения Товара
- Оригинал ветеринарного свидетельства

4.15. Каждая партия Товара сопровождается следующими документами:

- ТД (копия)
- Железнодорожная накладная СМГС
- Качественное удостоверение завода-производителя
- Оригинал счет – фактуры (Инвойс) на партию
- Копия протокола испытаний на ГМО, заверенная печатью

**5. УСЛОВИЯ ОПЛАТЫ:**

5.1. Предоплата 100% стоимости партии Товара производится в долларах США, путем банковского перевода денежных средств на валютный счет Продавца в течение 3-х (трех) банковских дней, с момента предоставления Покупателю копии Инвойса, посредством факсимильной или электронной связи.

Датой оплаты считать дату зачисления денежных средств на валютный счет Продавца.

5.2. Банковские расходы в банке Продавца – за счёт Продавца, в банке Покупателя – за счёт Покупателя.

Комиссионное вознаграждение банков корреспондентов Продавца оплачивается за счёт Продавца, банков корреспондентов Покупателя – за счёт Покупателя.

**6. ФОРС-МАЖОР:**

6.1. Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по настоящему Контракту, если оно явилось результатом действия таких обстоятельств как пожар, наводнение, землетрясения, других природных и климатических бедствий, а также военных конфликтов, эмбарго, принятые государственными органами решения по запрету на экспорт Товара, других подобных действий органов государственной власти и управления, которые Стороны не могли ни предвидеть, ни предотвратить разумными мерами и если эти обстоятельства непосредственно препятствуют исполнению Сторонами обязательств по настоящему Контракту.

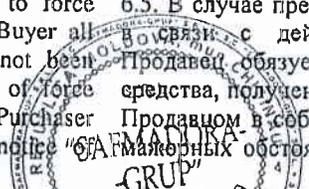
6.2. При этом срок исполнения обязательств по Контракту соразмерно отодвигается на период действия этих обстоятельств.

Если эти обстоятельства будут продолжаться более 10 календарных дней, то каждая из сторон имеет право отказаться от дальнейшего исполнения обязательств по Контракту.

6.3. Сторона, которая не может исполнить свои контрактные обязательства в случае события форс-мажора или запрета по выполнению, должна немедленно уведомить сторону об объявлении начала и прекращения таких обстоятельств.

6.4. Достаточным доказательством существования и продолжительности форс-мажорных обстоятельств будут служить свидетельства, выдаваемые Торгово-промышленной палатой соответствующей страны либо другими компетентными государственными органами.

6.5. В случае прекращения действия настоящего Контракта с действием форс-мажорных обстоятельств, Продавец обязуется вернуть Покупателю все денежные средства, полученные им за Товар, который не был передан Покупателю по причине форс-мажорных обстоятельств. Продавец обязуется вернуть эти



termination of the Buyer of the Contract.

## 7. PENALTY PROVISIONS:

7.1. In case of not payment for the lot of Commodity in terms concerted in this Contract, the Buyer pays to Seller (at his request) a fine to the amount of 0,1% of the not paid invoice (or its portion) per day of delay until such delay exists.

7.2. In default of payment for the Commodity within the time agreed upon in this Contract, the Seller have the right not to carry out the following supplies of the lots of the Commodity until the Buyer fulfils its financial liabilities to the Seller. That is to pay the cost of the delivered Commodity and the payment of accrued penalties provided by this Contract. In this case, the Seller is not responsible for the delay of the delivery of the Commodity.

7.3. In default of payment for the Commodity within the time agreed upon in this Contract, the Buyer agrees that it will cover demurrage of wagons, service on delivery and cleaning of train composition and other similar costs or damages suffered and incurred by the Seller, that were a result of failure or improper performance by the Buyer of its financial liabilities, on the basis of the Seller's invoice(s).

7.4. The Buyer agrees to take loaded car, unload it and put the empty wagon at the railway station of arrival within 3 (three) working days.

Time is calculated from the date indicated on the station-of-arrival stamp on rail waybill at the time of arrival of the loaded wagon up to date mentioned on the train-station's stamp on the rail waybill when sending an empty wagon from the same train station.

For every day of detention of the wagons that were taking in rent Buyer pays a fine in the amount of U.S. \$ 50. The Seller has the right to decide whether to issue an invoice of this detention or not.

7.5. Seller is not responsible for late delivery of the Commodity in the case of the Convention. Evidence of confirmation of the Convention can be an internal telegram of "Ukrzaliznytsia" or other document that proofs absence of the possibility of a Seller to accept wagons.

7.6. In case of non-shipment, short shipment of the Commodity by the Seller, through his fault, the latter is obliged to pay to the Buyer (at his request) a fine at a rate of 0.1% per day of the value of not delivered Commodity, which shall not release the Buyer from the responsibility to perform the delivery of Commodity.

7.7. In case of not compliance the Parties with its' obligations, the Party that fails to encompass its obliged indemnify all damages in writing which the other Party suffered from.

## 8. OTHER CONDITIONS:

8.1. This contract has been executed in 2 copies, in both the Russian and English languages, each document having equal legal force. Should any discrepancy occur, Russian version will prevail.

8.2. Signed fax copies of the Contract are acceptable until original and/or duplicate versions are sent by the Buyer to the Seller.

денежные средства Покупателю в течение пяти банковских дней с момента получения письменного уведомления Покупателя о расторжении данного Контракта.

## 7. ШТРАФНЫЕ САНКЦИИ:

7.1. В случае не оплаты партии Товара в сроки согласованные в данном Договоре, Покупатель уплачивает Продавцу (по его требованию) пеню в размере 0,1% от стоимости не оплаченного счета (или его части) за каждый календарный день просрочки, до тех пор пока такая просрочка существует.

7.2. В случае не оплаты партии Товара в сроки согласованные в данном Договоре, Продавец имеет право не осуществлять следующие поставки партий Товара до момента исполнения Покупателем своих денежных обязательств перед Продавцом. А именно по оплате стоимости поставленного Товара, а также по оплате начисленных штрафных санкций, предусмотренных настоящим Договором. В данном случае Продавец не несет ответственности за просрочку срока поставки Товара.

7.3. В случае неоплаты Товара в сроки согласованные в данном Договоре, Покупатель обязуется на основании счетов Продавца, оплатить простой вагонов, услуги по подачи и уборки подвижного состава и другие подобные, понесенные Продавцом расходы, которые Продавец понес в связи с невыполнением или ненадлежащим выполнением Покупателем денежных обязательств.

7.4. Покупатель обязуется в течении 3 (трех) рабочих дней принять груженный вагон, выгрузить и выставить порожний вагон на ж/д станцию прибытия.

Время исчисляется от даты, указанной на штампе ж/д станции прибытия в ж/д накладной при прибытии груженого вагона, до даты, указанной на штампе ж/д станции в ж/д накладной при отправке порожнего вагона с этой же ж/д станции.

За каждые сутки простоя арендованного вагона Покупатель платит штраф в размере 50 долларов США. Право решения о выставлении счета за простой остается за Продавцом.

7.5. Продавец не несет ответственности за несвоевременную поставку Товара в случае Конвенции. Свидетельством подтверждения Конвенции может служить внутренняя телеграмма «Укрзалізниця» ли другой документ, подтверждающий отказ, отсутствие возможности Покупателя принимать вагоны.

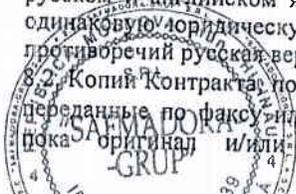
7.6. В случае непоставки/недопоставки Продавцом Товара, по его вине, последний обязан выплатить Покупателю (по его требованию) штраф в размере 0.1% за каждый день просрочки от стоимости недопоставленного Товара, что не освобождает Продавца от обязанности поставить Товар.

7.7. В случае невыполнения Сторонами своих обязательств по данному Контракту, Сторона, не выполнившая свои обязательства обязана возместить потерпевшей Стороне все понесенные убытки, подтвержденные письменно.

## 8. ДРУГИЕ ПОЛОЖЕНИЯ:

8.1. Настоящий Контракт подписан в 2-х экземплярах на русском и английском языках, каждый из которых имеет одинаковую юридическую силу. В случае возникновения противоречий русская версия имеет преимущество.

8.2. Копий Контракта, подписанные надлежащим образом и переданные по факсу или электронной почте приемлемы, пока оригинал и/или дубликат не будут высланы



8.3. The Parties shall provide registration documents, certified by the stamp and signature of The Parties, with wording "true copy" and the date of certification.

8.4. In case of applying export licenses, quotas and/or other permissions or limitations for export of the Commodity by state authorities after signing of the present Contract as well as before or at time of Commodity delivery, the Seller undertakes to inform the Buyer in written form immediately about such limitations of export of the Commodity. In case of restrictions on exports or introduction of export licenses, quotas and/or other permits for the export of the Commodity, the delivery period shall be extended for the lines of action of such a restriction, or for a period required to the Seller to obtain export licenses, quotas and/or other approvals for exports of the Commodity.

The Seller undertakes to take all necessary steps within terms stipulated by legislation in order to obtain export licenses, quotas and/or other permissions for Commodity export and to inform the Buyer about it.

In case the Seller failed to obtain export licenses, quotas or/and other permissions to export the Goods, the Seller to present to the Buyer documents that confirm the Seller has made his best to obtain export licenses, quotas or/and other permissions for export of the Commodity, and in such a case the Seller is not responsible for not delivering the Commodity to the Buyer.

8.5 All amendments and additions to the present Contract are valid only if they are made out in writing and signed by both Parties. All amendments to the present Contract are integral part of it.

8.6. The Parties have agreed, that the text of the given Contract, any materials, information and the items of information, which concern the Contract, are confidential and cannot be given to the third persons without preliminary written consent of other Party of the Contract, excepting cases, when such informing is connected to obtaining of official sanctions, documents for performance of the Contract or payment of the taxes, other obligatory payments, and also in cases stipulated by the current legislation, which adjusts duties of the Parties of the Contract.

## 9. ARBITRATION:

9.1. In cases of disputes arising out of or in connection with the Contract, the Parties will undertake measures to solve them through negotiations.

9.2. If negotiations are not successful, dispute shall be settled in the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC at the UCCI) and in accordance to its Rules.

9.3. This Contract is under the law of Ukraine.

Arbitration Court consists of 3 arbitrators.

The place of arbitration is Kiev. The language of arbitration shall be Russian.

Покупателю Продавцом.

8.3. Стороны обязуются предоставить регистрационные документы, засвидетельствованные печатью Сторон и подписью руководителя, с пометкой «копия верна» и датой засвидетельствования.

8.4. В случае введения государственными органами экспортных лицензий, квот и/или других разрешений или ограничений на экспорт Товара после подписания настоящего Контракта, а также до или во время поставки Товара, Продавец обязан незамедлительно письменно уведомить Покупателя о таких ограничениях экспорта Товара. В случае введения ограничений на экспорт Товара, либо экспортных лицензий, квот и/или других разрешений на экспорт Товара, то срок поставки продлевается на срок действия такого ограничения, либо на срок необходимый для получения Продавцом экспортных лицензий, квот и/или других разрешений на экспорт Товара.

Продавец обязуется произвести все необходимые действия в оговоренные законодательством Украины сроки для получения экспортных лицензий, квот и/или других разрешений на экспорт Товара, а также информировать о них Покупателя.

В случае неполучения Продавцом экспортных лицензий, квот и/или других разрешений на экспорт Товара, Продавец обязуется предоставить Покупателю документы, подтверждающие, что Продавец сделал все зависящее от него для получения экспортных лицензий, квот и/или других разрешений на экспорт Товара, и в данном случае Продавец не несет ответственности за непоставку Покупателю Товара.

8.5. Все изменения, дополнения, приложения к Контракту действительны лишь в том случае, если они оформлены в письменной форме и подписаны уполномоченными представителями Сторон. Все Дополнения к настоящему Контракту являются неотъемлемой его частью.

8.6 Стороны согласны, что текст данного Контракту, какие-либо материалы, информация и сведения, которые касаются Контракта, являются конфиденциальными и не могут быть переданы третьим лицам без предварительного письменного согласия другой Стороны Контракта, кроме случаев, когда такая передача связана с получением официальных разрешений, документов для выполнения Контракта или оплаты налогов, других обязательных платежей, а также в случаях, предусмотренных действующим законодательством, которое регулирует обязанности Сторон Контракта.

## 9. АРБИТРАЖ:

9.1. В случае возникновения разногласий либо споров, возникающих по настоящему Контракту или в связи с ним, Стороны будут предпринимать все меры для урегулирования спорных вопросов путем переговоров.

9.2. Если спор невозможно решить путем переговоров, такой спор передаётся в Международный коммерческий арбитражный суд при Торгово-промышленной палате Украины в соответствии с его Регламентом.

9.3. Правом, регулирующим настоящий Контракт, является материальное право Украины.

Арбитражный суд состоит из трех арбитров.

Место проведения заседания Арбитражного суда г. Киев.

Язык арбитражного разбирательства - русский.



**10. TERM OF VALIDITY:**

10.1. The present contract shall enter into force from the date of its signing and keep valid till 31.12.2019 but anyway till the full execution of their duties by both parties.  
10.2. When duly concluded, this present Contract will replace all and any other contracts, accepted offers and other types of agreements between the Parties with respect to the Commodity that make the subject matter hereof.  
10.3. The Parties agree to use fax and e-mail communications during execution of the present Contract and recognize the validity of the facsimile and scanned text presentation, signatures and stamps with subsequent provision of original documents.

**10. СРОК КОНТРАКТА:**

10.1. Настоящий Контракт вступает в силу с даты его подписания Сторонами и действует до 31.12.2019, но до полного выполнения обеими Сторонами своих обязательств.  
10.2. С даты вступления в силу настоящий Контракт заменяет все предыдущие договоры, акцептованные оферты и прочие соглашения между Сторонами касательно Товара, являющегося предметом настоящего Контракта.  
10.3 Стороны договорились во время выполнения условий настоящего Контракта использовать факсимильную и электронную почту и признают юридическую силу факсимильного и сканируемого отображения текста, подписи и печати с последующим предоставлением оригинальных документов.

**11. Legal addresses of the Parties and Bank Details**

Buyer: S. R. L. «SAFMADORA-GRUP»  
cod fiscal: 1007608000239, TVA 0305616  
sediul: MD-2002, republica Moldova, mun.Chişinău,  
str. Valea Bîcului 5/1  
tel (022) 22 60 02  
BC Victoriabank S.A. SWIFT VICBMD2X  
cod IBAN MD97VI000002251703519MDL

Покупатель: «САФМАДОРА ГРУП» ООО  
cod fiscal: 1007608000239, TVA 0305616  
sediul: MD-2002, republica Moldova, mun.Chişinău,  
str. Valea Bîcului 5/1  
tel (022) 22 60 02  
BC Victoriabank S.A. SWIFT VICBMD2X  
cod IBAN MD97VI000002251703519MDL

Director \_\_\_\_\_



Директор \_\_\_\_\_



Seller: LLC «Globinsky processing plant»,  
Legal address: 39000, Ukraine, Poltava region, Globino  
203 Volodymyrivska Str.  
Code USREOU 30547403  
Beneficiary bank: JSC OTP Bank  
Bank address: 01033, 43, Zhylianska str., Kyiv  
Bank code: 300528  
Beneficiary account number: 26008455001658  
SWIFT: OTPVUAUK  
Correspondent bank: Deutsche Bank Trust Company Americas,60  
Wall Street, New York, NY 10005, USA  
Correspondent account number: 04 448 427  
SWIFT: BKTRUS33

Продавец: ООО «Глобинский перерабатывающий завод»  
Юридический адрес: 39000, Украина, Полтавская область,  
г. Глобино, ул. Владимирская 203  
Код ЕГРПОУ 30547403  
Банк Продавца: АО "ОТГ Банк"  
Адрес: Киев, ул. Жилинская, 43; 01033  
МФО 300528  
В/с: 26008455001658  
SWIFT: OTPVUAUK  
Банк-корреспондент: Deutsche Bank Trust Company Americas,60  
Wall Street, New York, NY 10005, USA  
Корреспондентский счет: 04 448 427  
SWIFT: BKTRUS33



Желько Ереге



Желько Ереге

## CONTRACT Nr. 06/18

mun. Chişinău

05.06.2018

### Art.1. PĂRŢILE CONTRACTANTE

Prezentul contract a fost încheiat între:

1. „Agro Production Group” SRL, în persoana directorului general dna Ştoli Serghei, care activează în baza statutului întreprinderii, numit în continuare **Cumpărător**

şi

2. „SAFMADORA-GRUP” SRL, în persoana directorului Petrencu Vitalie care activează în baza statutului, numit în continuare **Furnizor**, iar împreună Părţi au încheiat prezentul contract cu privire la următoarele:

### Art.2. OBIECTUL ŞI PREŢUL CONTRACTULUI

2.1. Furnizorul se obligă în temeiul prezentului contract să predea în proprietate Cumpărătorului şrot de soia (în continuare „bunuri”) livrate conform comenzii făcute de Cumpărător în formă scrisă pe poştă electronică, telefax sau verbal prin telefon în perioada sau perioadele convenite şi în conformitate cu obligaţiile contractuale.

2.2. Cumpărătorul se obligă să plătească furnizorului preţul convenit pentru îndeplinirea contractului în baza facturii eliberate de Furnizor.

### Art. 3. PREŢUL BUNURILOR ŞI MODALITATEA DE PLATĂ

3.1. Preţul bunurilor va fi stabilit de comun acord de către ambele părţi la momentul efectuării comenzii.

3.2. Cumpărătorul se obligă să efectueze plata către furnizor în termen de 14 (paisprezece) zile bancare de la data primirii bunurilor conform facturii.

3.3. Plata se va efectua prin transfer bancar la contul furnizorului indicat în prezentul contract.

### Art. 4. PENALITĂŢI

4.1. În cazul în care Cumpărătorul nu-şi onorează obligaţiile de plată în termen de 15 (cincisprezece) zile de la data scadentă, Furnizorul are dreptul să solicite de la Cumpărător achitarea unei penalităţi în cuantum de 0,1% de la suma neachitată în termen, pentru fiecare zi de întârziere.

4.2. În cazul în care din vina sa, furnizorul nu reuşeşte să îşi îndeplinească obligaţiile asumate prin contract, Cumpărătorul are dreptul de a deduce din preţul contractului, ca penalităţi, o sumă echivalentă cu 0,1% din preţul contractului pentru fiecare zi de întârziere, până la îndeplinirea efectivă a obligaţiilor, respectiv recepţia bunurilor de către cumpărător, iar Furnizorul este obligat să o achite.

### Art. 5. OBLIGAŢIILE PĂRŢILOR

5.1. Obligaţiile furnizorului sunt următoarele:

5.1.1. să predea Cumpărătorului, la destinaţia convenită de ambele părţi, bunurile ce fac obiectul prezentului contract, în termen, cantitate şi calitatea convenită de către ambele părţi;

5.2. Obligaţiile Cumpărătorului sunt următoarele:

5.2.1. după recepţia bunurilor, să certifice că acestea au fost livrate parţial sau total, prin semnarea de către reprezentantul autorizat, pe documentele emise de furnizor pentru livrare;

5.2.2. să plătească suma de bani conform facturii semnate de ambele părți, la termenul prevăzut în prezentul contract.

#### **Art. 6. GARANȚII**

6.1. Furnizorul garantează că bunurile furnizate în baza prezentului contract nu prezintă vicii ascunse.

#### **Art. 7. DURATA CONTRACTULUI**

7.1. Prezentul contract este valabil de la data încheierii până la data de 31.12.2018.

7.2. În cazul în care timp de treizeci de zile până la data expirării termenului de valabilitate a prezentului Contract, nici una dintre părți nu va cere în formă scrisă rezilierea lui, prezentul Contract automat se consideră prelungit până la data de 31 decembrie a fiecărui an dacă părțile nu au convenit asupra altor condiții.

#### **Art. 8. EXPEDIEREA ȘI TRANSPORTUL**

8.1. La momentul predării bunurilor se transmit dreptul de proprietate, precum și riscurile.

8.2. Părțile vor stabili separat de la caz la caz în sarcina cui va cădea transportul bunurilor la cumpărător.

#### **Art. 9. REZILIEREA CONTRACTULUI**

9.1. Nerespectarea obligațiilor asumate prin prezentul contract de una din părți dă dreptul părții lezate de a cere rezilierea contractului și de a pretinde la recuperarea daunelor.

9.2. Cumpărătorul își rezervă dreptul de a rezilia unilateral contractul, în cel mult 30 de zile de la apariția unor circumstanțe care nu au putut fi prevăzute la data încheierii contractului.

9.3. Furnizorul are dreptul de a pretinde numai plata corespunzătoare pentru partea în contract îndeplinită până la rezilierea unilaterală a contractului.

9.4. Rezilierea contractului se poate face din inițiativa temeinic motivată a uneia dintre părți.

9.5. Dacă forța majoră acționează sau se estimează că va acționa pe o perioadă mai mare de 6 luni, fiecare parte va avea dreptul să notifice celeilalte părți încetarea de plin drept a prezentului contract, fără ca vreuna din părți să poată pretinde celeilalte recuperarea daunelor. Încetarea de plin drept a contractului se face fără intervenția instanței judecătorești.

#### **Art. 10. LITIGII**

10.1. Litigiile ce decurg din interpretarea și executarea prezentului contract vor fi soluționate de părți pe cale amiabilă. În cazul nesoluționării lor în acest mod, litigiile vor fi supuse spre soluționare instanțelor judecătorești competente ale Republicii Moldova.

#### **Art. 11. DISPOZIȚII FINALE**

11.1. Orice comunicare între părți, referitoare la îndeplinirea prezentului contract, trebuie să fie transmisă în scris. Toată corespondența dintre părți, rezultată din executarea prezentului contract, va fi expediată la adresele, indicate în contract.

11.2. Comunicările dintre părți se pot face și prin telefon, fax sau e-mail.

11.3. Clauzele prezentului contract se completează cu reglementările legislației civile aplicabile.

11.4. Proprietatea produselor se transferă de la furnizor la beneficiar la data și locul livrării, recepția cantitativă, calitativă și valorică.

11.5. Prezentul contract a fost încheiat în limba română în două exemplare identice, câte unul pentru fiecare parte.

11.6. Părțile nu sunt în drept să cesioneze terțelor persoane drepturile și obligațiilor lor ce decurg din prezentul contract, fără consimțământul prealabil în scris al celeilalte părți.

11.7. Părțile declară, că prezentul contract este manifestarea lor a voinței îndreptate spre nașterea drepturilor și obligațiilor civile, că consimțământul lor nu este viciat, că ele conștientizează acțiunile sale și pot dirija cu ele.

11.8. Părțile declară, că prezentul contract nu este încheiat din cauza unui concurs de împrejurări grele sau în urma constrângerii prin violență fizică sau psihică.

11.9. Ștoli Serghei și Petrencu Vitalie declară, că ei posedă limba română și înțeleg conținutul acestui contract și că ei dispun de toate împuternicirile, stipulate de legislația Republicii Moldova și de documentele de constituire și/sau statutare ale părților, necesare pentru a încheia și executa prezentul contract.

11.10. Părțile declară și garantează, că ele vor executa obligațiile stipulate de prezentul contract în modul corespunzător, cu bună-credință, la locul și în momentul stabilit.

11.11. Contractul a fost încheiat în două exemplare originale, câte unul pentru fiecare parte contractantă. Prin semnătură părțile atestă că se află în posesia unui exemplar.

## FURNIZOR

„SAFMADORA-GRUP” SRL  
or. Chișinău, str. Valea Bîcului 5/1  
c/f 1007608000239  
TVA 0305616  
IBAN MD97VI000002251703519MDL  
BC „Victoriabank” SA  
c/b VICBMD2X416

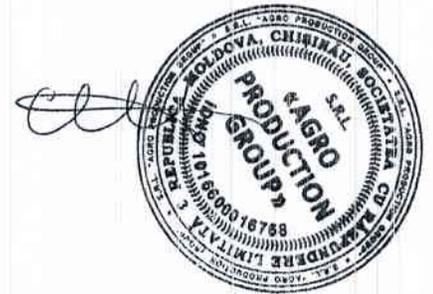
Director  
Petrencu Vitalie



## CUMPĂRĂTOR

„Agro Production Group” SRL  
Or. Chișinău, str. Valea Bîcului 5/1  
C/f 1016600016768  
C/b VICBMD2X416  
BC ”Victoriabank” SA fil.nr.3  
IBAN MD93VI022240300000265MDL  
TVA 0507687

Director  
Serghei ȘTOLI



## CONTRACT Nr. 06/18

mun. Chişinău

05.06.2018

### Art.1. PĂRŢILE CONTRACTANTE

Prezentul contract a fost încheiat între:

1. SRL „FITFOODS”, în persoana directorului general dna Lupan Sergiu, care activează în baza statutului întreprinderii, numit în continuare **Cumpărător**

şi

2. „SAFMADORA-GRUP” SRL, în persoana directorului Petrencu Vitalie care activează în baza statutului, numit în continuare **Furnizor**, iar împreună Părţi au încheiat prezentul contract cu privire la următoarele:

### Art.2. OBIECTUL ŞI PREŢUL CONTRACTULUI

2.1.Furnizorul se obligă în temeiul prezentului contract să predea în proprietate Cumpărătorului şrot de soia (în continuare „bunuri”) livrate conform comenzii făcute de Cumpărător în formă scrisă pe poştă electronică, telefax sau verbal prin telefon în perioada sau perioadele convenite şi în conformitate cu obligaţiile contractuale.

2.2. Cumpărătorul se obligă să plătească furnizorului preţul convenit pentru îndeplinirea contractului în baza facturii eliberate de Furnizor.

### Art. 3. PREŢUL BUNURILOR ŞI MODALITATEA DE PLATĂ

3.1. Preţul bunurilor va fi stabilit de comun acord de către ambele părţi la momentul efectuării comenzii.

3.2. Cumpărătorul se obligă să efectueze plata către furnizor în termen de 14 (paisprezece) zile bancare de la data primirii bunurilor conform facturii.

3.3. Plata se va efectua prin transfer bancar la contul furnizorului indicat în prezentul contract.

### Art. 4. PENALITĂŢI

4.1. În cazul în care Cumpărătorul nu-şi onorează obligaţiile de plată în termen de 15 (cincisprezece) zile de la data scadentă, Furnizorul are dreptul să solicite de la Cumpărător achitarea unei penalităţi în cuantum de 0,1% de la suma neachitată în termen, pentru fiecare zi de întârziere.

4.2. În cazul în care din vina sa, furnizorul nu reuşeşte să îşi îndeplinească obligaţiile asumate prin contract, Cumpărătorul are dreptul de a deduce din preţul contractului, ca penalităţi, o sumă echivalentă cu 0,1% din preţul contractului pentru fiecare zi de întârziere, până la îndeplinirea efectivă a obligaţiilor, respectiv recepţia bunurilor de către cumpărător, iar Furnizorul este obligat să o achite.

### Art. 5. OBLIGAŢIILE PĂRŢILOR

5.1. Obligaţiile furnizorului sunt următoarele:

5.1.1. să predea Cumpărătorului, la destinaţia convenită de ambele părţi, bunurile ce fac obiectul prezentului contract, în termen, cantitate şi calitatea convenită de către ambele părţi;

5.2. Obligaţiile Cumpărătorului sunt următoarele:

5.2.1. după recepţia bunurilor, să certifice că acestea au fost livrate parţial sau total, prin semnarea de către reprezentantul autorizat, pe documentele emise de furnizor pentru livrare;

5.2.2. să plătească suma de bani conform facturii semnate de ambele părți, la termenul prevăzut în prezentul contract.

#### **Art. 6. GARANȚII**

6.1. Furnizorul garantează că bunurile furnizate în baza prezentului contract nu prezintă vicii ascunse.

#### **Art. 7. DURATA CONTRACTULUI**

7.1. Prezentul contract este valabil de la data încheierii până la data de 31.12.2018.

7.2. În cazul în care timp de treizeci de zile până la data expirării termenului de valabilitate a prezentului Contract, nici una dintre părți nu va cere în formă scrisă rezilierea lui, prezentul Contract automat se consideră prelungit până la data de 31 decembrie a fiecărui an dacă părțile nu au convenit asupra altor condiții.

#### **Art. 8. EXPEDIEREA ȘI TRANSPORTUL**

8.1. La momentul predării bunurilor se transmit dreptul de proprietate, precum și riscurile.

8.2. Părțile vor stabili separat de la caz la caz în sarcina cui va cădea transportul bunurilor la cumpărător.

#### **Art. 9. REZILIEREA CONTRACTULUI**

9.1. Nerespectarea obligațiilor asumate prin prezentul contract de una din părți dă dreptul părții lezate de a cere rezilierea contractului și de a pretinde la recuperarea daunelor.

9.2. Cumpărătorul își rezervă dreptul de a rezilia unilateral contractul, în cel mult 30 de zile de la apariția unor circumstanțe care nu au putut fi prevăzute la data încheierii contractului.

9.3. Furnizorul are dreptul de a pretinde numai plata corespunzătoare pentru partea în contract îndeplinită până la rezilierea unilaterală a contractului.

9.4. Rezilierea contractului se poate face din inițiativa temeinic motivată a uneia dintre părți.

9.5. Dacă forța majoră acționează sau se estimează că va acționa pe o perioadă mai mare de 6 luni, fiecare parte va avea dreptul să notifice celeilalte părți încetarea de plin drept a prezentului contract, fără ca vreuna din părți să poată pretinde celeilalte recuperarea daunelor. Încetarea de plin drept a contractului se face fără intervenția instanței judecătorești.

#### **Art. 10. LITIGII**

10.1. Litigiile ce decurg din interpretarea și executarea prezentului contract vor fi soluționate de părți pe cale amiabilă. În cazul nesoluționării lor în acest mod, litigiile vor fi supuse spre soluționare instanțelor judecătorești competente ale Republicii Moldova.

#### **Art. 11. DISPOZIȚII FINALE**

11.1. Orice comunicare între părți, referitoare la îndeplinirea prezentului contract, trebuie să fie transmisă în scris. Toată corespondența dintre părți, rezultată din executarea prezentului contract, va fi expediată la adresele, indicate în contract.

11.2. Comunicările dintre părți se pot face și prin telefon, fax sau e-mail.

11.3. Clauzele prezentului contract se completează cu reglementările legislației civile aplicabile.

11.4. Proprietatea produselor se transferă de la furnizor la beneficiar la data și locul livrării, recepția cantitativă, calitativă și valorică.

11.5. Prezentul contract a fost încheiat în limba română în două exemplare identice, câte unul pentru fiecare parte.

11.6. Părțile nu sunt în drept să cesioneze terțelor persoane drepturile și obligațiilor lor ce decurg din prezentul contract, fără consimțământul prealabil în scris al celeilalte părți.

11.7. Părțile declară, că prezentul contract este manifestarea lor a voinței îndreptate spre nașterea drepturilor și obligațiilor civile, că consimțământul lor nu este viciat, că ele conștientizează acțiunile sale și pot dirija cu ele.

11.8. Părțile declară, că prezentul contract nu este încheiat din cauza unui concurs de împrejurări grele sau în urma constrângerii prin violență fizică sau psihică.

11.9. Lupan Sergiu și Petrencu Vitalie declară, că ei posedă limba română și înțeleg conținutul acestui contract și că ei dispun de toate împuternicirile, stipulate de legislația Republicii Moldova și de documentele de constituire și/sau statutare ale părților, necesare pentru a încheia și executa prezentul contract.

11.10. Părțile declară și garantează, că ele vor executa obligațiile stipulate de prezentul contract în modul corespunzător, cu bună-credință, la locul și în momentul stabilit.

11.11. Contractul a fost încheiat în două exemplare originale, câte unul pentru fiecare parte contractantă. Prin semnătură părțile atestă că se află în posesia unui exemplar.

## FURNIZOR

„SAFMADORA-GRUP” SRL  
or. Chișinău, str. Valea Bîcului 5/1  
c/f 1007608000239  
TVA 0305616  
IBAN MD97VI000002251703519MDL  
BC „Victoriabank” SA  
c/b VICBMD2X416

Director

Petrencu Vitalie



## CUMPĂRĂTOR

SRL „FITFOODS”  
MD- 2002, mun. Chișinău,  
str. Valea Bîcului 5/1  
C/f 1016600020170  
C/b VICBMD2X  
BC ”Victoriabank” SA  
IBAN MD81VI0222140305000273MDL  
TVA 0308337

Director

Lupan Sergiu

