

Nr. 124 din 23 noiembrie 2020

**Autoritatea vizată:** **Comisia Națională pentru Securitate Biologică,**  
din cadrul **Ministerului Agriculturii, Dezvoltării Regionale și Mediului**  
MD: 2005, Chișinău, str. Constantin Tănase, 9

**Solicitantă:** **S.C. „TDS&CO” S.R.L.**  
IDNO: 1006600051940  
r. Anenii Noi, s. Mereni, str. M. Frunze, 36  
tel: +373 69899900; +373 68008082  
e-mail: tdsco.srl@gmail.com

### **CERERE**

de acordare a autorizației privind importului șrotului de soia produs din organisme modificate genetic

Prin prezenta, S.C. „TDS&CO” S.R.L., reprezentată în temeiul actelor de constituire de către administratoarea Doina Talmazan, reieșind din necesitățile pieței naționale solicită autorizație privind importul a șrotului de soia (cod 23040000) produs și/sau importat din (în) Uniunea Europeană (România) și/sau Ucraina obținut din boabe de soia cu liniile modificate genetic [MON 40-3-2; MON 04032-6; MON 89788 (89788-1) și MON87701 (MON 87701-2)] care nu prezintă un risc pentru sănătatea umană și mediu și este în conformitate cu legislația în vigoare a Republicii Moldova și Uniunii Europene.

Evaluarea riscurilor privind importul liniilor date a fost deja examinate de Comisia Națională pentru Securitatea Biologică în cadrul ședințelor anterioare, iar marfa preconizată a fi importată urmează a fi comercializată producătorilor de carne din Republica Moldova.

Respectiv, S.C. „TDS&CO” S.R.L. planifică importul șrotului de soia cu liniile modificate genetic în referință care sunt aprobate de statele membre ale Uniunii Europene și ale Organizației pentru Cooperare și Dezvoltare Economică, ca fiind un produs fără efecte adverse asupra sănătății umane și animale sau asupra mediului.

S.C. „TDS&CO” S.R.L. dispune de depozit pentru depozitarea și livrarea șrotului (conform autorizației anexate), preconizând și intenționând livrarea șrotului de soia către întreprinderile avicole din Republica Moldova, iar volumul planificat spre import și livrare în următorii 5 ani, constituie cantitatea de aproximativ 20 mii tone anual.

În contextul celor expuse și conform dispozițiilor Legii privind securitatea biologică nr. 755/2001 și Hotărârii Guvernului cu privire la Comisia Națională pentru Securitatea Biologică nr. 603/2003, solicităm respectuos eliberarea autorizației de import a șrotului de soia obținut din organisme modificate genetic.

Cu respect,  
director



Nr. 125 din 23 noiembrie 2020

**Autoritatea vizată:** Comisia Națională pentru Securitate Biologică, din cadrul Ministerului Agriculturii, Dezvoltării Regionale și Mediului  
MD: 2005, Chișinău, str. Constatin Tănase, 9

**Solicitantă:** S.C. „TDS&CO” S.R.L.  
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tel: +37369899900; 37368008082  
e-mail: [tdsco.srl@gmail.com](mailto:tdsco.srl@gmail.com)

## NOTIFICARE

privind intenția de import a șrotului de soia produs din organisme modificate genetic (OMG)

Notificăm intenția importului a șrotului de soia (cod 23040000) produs și/sau importat din (în) Uniunea Europeană (România) și/sau Ucraina obținut din boabe de soia cu liniile modificate genetic [MON 40-3-2; MON 04032-6; MON 89788 (89788-1) și MON87701 (MON 87701-2)] care nu prezintă un risc pentru sănătatea umană și mediu și este în conformitate cu legislația în vigoare a Republicii Moldova și Uniunii Europene.

Conform numeroaselor cercetări efectuate și experiențe al Uniunii Europene răspunsul panoului OMG al Autorității Europene pentru Siguranța Alimentară a indicat numai prezența proteinei CP4 EPSPS de lungime întreagă în 40-3-2 și nici unui EPS4 CP4 incomplet. Aceste rezultate nu indică o preocupare privind siguranța. Mai mult, în cazul în care unul dintre transcripte ar fi tradus, niciuna dintre acele peptide potențiale nu prezintă omologie cu alergeni cunoscuți, toxine sau alte proteine sau peptide biologic active.

Singura proteină prezentă în soia ca rezultat al ADN-ului nou introdus este enzima CP4 EPSPS. Enzima este responsabilă pentru faptul că soia devine tolerantă la erbicide care conțin principiul activ glifosat. Temperaturile intermediare (55 0 C) vor reduce activitatea enzimei CP4 EPSPS, dar la temperaturi mai ridicate (65o și 75o C) va inactiva complet enzima. PH-ul va avea o influență mai redusă asupra activității, doar ușor mai mic în intervalul de pH 4-11. Astfel enzima CP4 EPSPS este degradată în timpul preparării alimentelor cum ar fi șrotul de soia.

Astfel, șrotul de soia obținut din soia boabe cu liniile modificate genetic [MON 40-3-2; MON 04032-6; MON 89788 (89788-1) și MON87701 (MON 87701-2)] sunt la fel de sigure ca soiul nemodificat genetic în ceea ce privește efectele potențiale asupra sănătății umane și animale sau asupra mediului.

Produsul dat urmează a fi importat pe piața internă, utilizat în hrana pentru animale, cu autocamioane basculante prin respectarea strictă a regulamentelor Agenției Naționale pentru Siguranța Alimentelor.

Prealabil încărcării transportul este supus dezinfectării, ulterior importului marfa este depozitată și supusă analizelor și certificării de către Agenția Națională pentru Siguranța Alimentelor.

Perioada de import prognozată este de 5 ani și să livreze șrot de soia aproximativ o cantitate de 20 mii tone anual.

Declar pe propria răspundere că:

- 1) *Datele indicate în prezenta notificare și anexe sînt veridice și corecte;*
- 2) *Solicitarea întrunește condițiile legislației în domeniu.*

**Anexă:**

1. *Cererea TDS/ notificare*
2. *Contract MSI – TDS*
3. *Autorizatia de import export TDS*
4. *Decizie UE 2016/1215*
5. *Decizie UE 2003/1829*
6. *DECIZIE UE 2017 2448*
7. *Decizie UE 2003/1829, mon 87701*
8. *Decizie UE 2003 1829 CELEX\_32012D0347\_RO*
9. *Opinie stiintifica MON 87769 - 89788*
10. *Opinia stiintifica MON 87701 x MON 89788*
11. *Opinie stiintifica A 5547-127*
12. *Opinie stiintifica MON 87701-89788*
13. *Monitoring plan BPSCV1279*
14. *Raport de verificare DAS-68416-4*
15. *Metoda DAS-68416-4*
16. *Efect metoda DAS-68416-4 MON89788*
17. *RAPORT DE VALIDARE DAS-44406-6*
18. *MEDODA DE VALIDARE DA*
19. *RAPORTUL METODEI DE VALIDARES 44406-6 DAS 44406-6*
20. *Certificat de origine*
21. *Certificat de calitate SGS*
22. *Certificat de calitate e-Quality Certificate\_mv ULTRA INITIATOR*
23. *Rezolutia parlamentului UE 2020/2535 GMO, MON 87708 x MON 89788 x A5547-127*
24. *Summary\_EFSA-GMO-RX-009*
25. *Summary\_FG72xA5547-127*
26. *Raport de validare DNA*
27. *MEDODA DE VALIDARE DAS-81419-2*
28. *Annex B - Cartagena Protocol (soybean A2704-12)*
29. *Annex B - Cartagena Protocol (soybean FG72 x A5547-127)*
30. *Annex A - Scientific opinion EFSA GMO Panel (MON87701 soybean)*
31. *Metoda de calitate A -27404-12 Annex A - Scientific opinion EFSA GMO Panel (MON87701 soybean)*
32. *Scientific opinion of the EFSA GMO Panel (soybean MON 87701 x MON 89788)*
33. *Scientific opinion 1 of the EFSA GMO Panel (soybean MON 87701 x MON 89788)*
34. *Scientific Opinion of the GMO Panel (soybean 40-3-2)*
35. *Annex G - Member States comments (soybean A2704-12)*
36. *Annex G - Member States\_ comments and EFSA GMO Panel responses*
37. *Opinie stiintifica GM 40-3-2\_0*
38. *Directiva 2001 18 GMO*
39. *Soia modificată genetic MON 87708 x MON 89788 x A5547-127 TA-9-2020-0069*
40. *Opinie stiintifica MON 87769 - 89788*
41. *Medoda de validare MON 87708*
42. *Medoda de cunoscinta MON 87708 A5547*
43. *Report on the Verification of the Performance of MON 87708, MON 89788 and A5547-*

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Cu respect,  
director



Doina Talmazan



Control Union  
Romania  
S.R.L.

Digitally signed by Control Union  
Romania S.R.L.  
DN: c=RO, l=Constanta,  
serialNumber=200506245CURSR,  
cn=Control Union Romania S.R.L.,  
pseudonym=Control Union  
Romania S.R.L.  
Date: 2020.08.17 17:53:50 +03:00

CERTIFICATE NUMBER: 2020-0803AB

## QUALITY CERTIFICATE

We undersigned, **CONTROL UNION ROMANIA AS GAFTA APPROVED SUPERVISION COMPANY** certify to have supervised at time of discharge the control of a cargo hereafter specified:

VESSEL	: ULTRA INITIATOR
PORT OF DISCHARGE	: CONSTANTA, ROMANIA
DESCRIPTION OF GOODS	: BRAZILIAN SOYABEAN MEAL IN BULK
SELLER	: ADM ROMANIA TRADING SRL 11 DINU VINTILA STREET, 14 <sup>TH</sup> FLOOR, SECTOR 2 021101 BUCHAREST, ROMANIA
PERIOD OF INSPECTION	: 01.08.2020 ÷ 10.08.2020
ACTUAL WEIGHT DISCHARGED	: 40,000.000 MT
WEIGHT DETERMINATION METHOD	: DRAUGHT SURVEY

We hereby certify that we were in attendance and drew samples in accordance with GAFTA rules 124, throughout the entire discharging operations of the above-mentioned consignment, uniformly and systematically, concurrently with the discharge at the nearest and best practicable point to the vessel. Representative sample of the cargo was subject to analysis in CONTROL UNION ROMANIA laboratory (Test Report no. 902 dated 17.08.2020), with the following results:

<u>PARAMETERS</u>	<u>RESULTS</u>	<u>NORM</u>
CRUDE PROTEIN CONTENT	46.11 %	GAFTA 4.1/SR EN ISO 5983-2:2009
CRUDE FIBER CONTENT	4.01 %	GAFTA 9.0/SR EN ISO 6865:2002
MOISTURE	10.81 %	GAFTA 2:1/SR ISO 6496:2001

This certificate reflects our findings at the time and place of intervention only, it represents only the amount of product analyzed and does not relieve the parties of their contractual responsibilities. Cargo description as declared by Shippers.

CERTIFICATE ISSUED AT	CONSTANTA
DATE	17.AUGUST.2020



Control Union Romania

Str. Arhiepiscopiei Nr. 18A, cod 900732, Constanta, Romania  
+40 241 55 49 60 • +40 241 55 49 65 • romaniaoffice@controlunion.com • www.controlunion.com

ORIGINAL



**Certificate N°: 20071307AB**

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**GMO CERTIFICATE**

Pursuant to an order received from Messrs. Bunge Alimentos S.A., requesting us to carry out instruction summarized as:  
**SAMPLING AND ANALYSIS FOR DETECTION OF PRESENCE/ABSENCE OF GENETICALLY MODIFIED ORGANISMS (GMO)**  
On a consignment described as follows:

Description of goods	: SOYABEANMEAL, IN BULK
Packing	: IN BULK
Name of Vessel	: MV ULTRA INITIATOR
Quantity	: 27.000.000 METRIC TONS
Shipper	: BUNGE ALIMENTOS S/A
Consignee	: TO ORDER
Notify	: ADM ROMANIA TRADING SRL 11 DINU VINTILA STREET, 14TH FLOOR, ECTOR 2 021101 BUCHAREST, ROMANIA
Loading port	: PARANAGUA, BRAZIL
Port of discharge	: CONSTANTA, ROMANIA
Bill of Lading number	: 01

We, SGS do Brasil Ltda, as an Independent International Inspection Company, certify that we supervised and conducted the following:

**1. SAMPLING:**

Increment samples were drawn uniformly and systematically, concurrently with loading, at the nearest and best practicable point to the vessel in accordance with the method laid down by GAFTA 124. The sample material so obtained was well mixed and reduced to constitute composite samples of each partial loaded.

**2. QUALITY/ANALYSIS:**

A vessel's representative composite sample sealed with SGS 2429330 was forwarded to Intecso laboratory for analysis purposes which reported on report nr. 3372/2020.0 the following results:

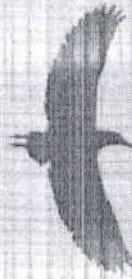
GMO Content	Test Result	Method
MON40-3-2	Detected	ME-DA-151(qPCR)
MON89788	Detected	ME-DA-153(qPCR)
MON87701	Not detected	ME-DA-162(qPCR)
A2704-12	Not detected	ME-DA-152(qPCR)
356043	Not detected	ME-DA-182(qPCR)
A5547-127	Detected	ME-DA-161(qPCR)
MON 87705	Not detected	ME-DA-182(qPCR)
MON 87708	Not detected	ME-DA-166(qPCR)
MON 87769	Not detected	ME-DA-182(qPCR)
305423	Not detected	ME-DA-184(qPCR)
BPS-CV127-9	Not detected	ME-DA-160(qPCR)
FG 72	Not detected	ME-DA-157(qPCR)
DAS-44406-G	Not detected	ME-DA-164(qPCR)
DAS-68416-4	Not detected	ME-DA-163(qPCR)

**SGS DO BRASIL LTDA**

Avenida Andrômeda, 832 – Alphaville  
CEP: 06473 000 – Barueri – São Paulo  
t. 55 11 3883 8800  
f. 55 11 3883 8900

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SGS

Certificate N°: 20071307AB

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**3. PLACE AND DATE OF INTERVENTION:**

At Bunge Terminal – Shed 201, Paranaguá port, Brazil, from June 25<sup>th</sup> to July 03<sup>rd</sup>, 2020  
Barueri, July 13<sup>th</sup>, 2020.  
AFLGR 10009198.20



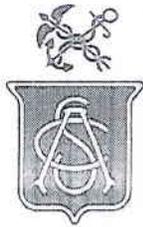
SGS do Brasil Ltda.  
G.A.F.T.A. Full Member Superintendent and Analyst

Note: This parcel is part of a total quantity loaded of 49,500,000 metric tons

**SGS DO BRASIL LTDA**  
Avenida Andrômeda, 832 – Alphaville  
CEP: 06473-000 – Barueri – São Paulo  
t: 55 11 3883 8800  
f: 55 11 3883 8900

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ASSOCIAÇÃO  
COMERCIAL  
DE SANTOS  
desde 1870

RUA XV DE NOVENBRO, 137 - SANTOS - SP - BRASIL - CEP 11010-151  
TEL.: (13) 3212-8200 - FAX: (13) 3212-8206  
www.acs.org.br - E-MAIL: certificado@acs.org.br

**CERTIFICADO DE ORIGEM**  
CERTIFICATE OF ORIGIN

<b>EXPORTADOR</b> EXPORTER  BUNGE ALIMENTOS S/A ROD. JORGE LACERDA, 4455, Km 20 POÇO GRANDE - GASPAR - SC CEP: 89.115-901	<b>CERTIFICADO Nº</b> CERTIFICATE Nº	027164	<b>ORIGINAL</b>
	<b>NAVIO</b> VESSEL	MV ULTRA INITIATOR	
<b>IMPORTADOR</b> IMPORTER  CONSIGNEE: TO ORDER NOTIFY: ADM ROMANIA TRADING SRL 11 DINU VINTILA STREET, 14TH FLOOR, SECTOR 2 021101 BUCHAREST, ROMANIA	<b>DATA DE EMBARQUE</b> DATE OF LADING	JULY 03RD, 2020	
	<b>CONHECIMENTO DE EMBARQUE Nº</b> BILL OF LADING Nº	01	
	<b>DESTINO</b> DESTINATION	CONSTANTA, ROMANIA	
<b>DESCRIÇÕES DAS MERCADORIAS</b> DESCRIPTION OF GOODS		<b>PESO</b> WEIGHT	
SOYABEANMEAL, IN BULK  PACKING: IN BULK  PORT OF LOADING: PARANAGUA  WE CERTIFY THAT THE GOODS ORIGIN IS BRAZIL		27,000.000 METRIC TONS	

QTDE. DE ANEXOS  
QTTY. OF ATTACHED

**A ASSOCIAÇÃO COMERCIAL DE SANTOS CERTIFICA À VISTA DOS CONHECIMENTOS E DEMAIS DOCUMENTOS AUTÊNTICOS EXIBIDOS PELOS INTERESSADOS, QUE AS MERCADORIAS ACIMA DISCRIMINADAS SÃO DE FATO DE ORIGEM BRASILEIRA.**  
THE ASSOCIAÇÃO COMERCIAL DE SANTOS, CERTIFIES, IN THE LIGHT OF BILLS OF LADING AND FURTHER AUTHENTIC DOCUMENTS EXHIBITED BY THE CONCERNED PARTIES, THAT THE GOODS ABOVE DISCRIMINATED ARE IN FACT OF BRAZILIAN ORIGIN.

SANTOS,

JULY 09TH, 2020

  
Associação Comercial de Santos  
Rua XV de Novembro, 137  
Santos - SP - Brasil  
CEP: 11010-151  
Tel: (13) 3212-8200  
Fax: (13) 3212-8206  
www.acs.org.br  
E-mail: certificado@acs.org.br

ASSINATURA

# SALES FRAMEWORK CONTRACT NO. 155 – SBM/TDS

October 21, 2020

**SELLER :**

MSI GROUP SA  
Place de la Gare 9  
CH-1260 Nyon  
Switzerland

**BUYER :**

SC TDS&CO SRL  
MD-6526, r-nul Anenii Noi  
str. Frunze M. 36  
Republica Moldova

We herewith confirm our agreement reached on October 21, 2020 as follows:

1. Product : Soybean meal (hereinafter - the "Product").

2. Quality : Unless otherwise agreed the quality specification of product shall be as follows:

<b>Protein :</b>	min 46%	The Buyer shall be entitled to deduct a correction of 1% from the contract price for each full percent below 46%, fraction in proportion.
<b>Fiber :</b>	max 7%	The Buyer shall be entitled to deduct a correction of 1% from the contract price for each full percent above fiber 7%, fraction in proportion.
<b>Moisture</b>	max 12%	The Buyer shall be entitled to deduct a correction of 1% from the contract price for each full percent above moisture 12%, fraction in proportion.

Seller's obligations with respect to the quality of the Product supplied are limited solely to supplying Product which is warranted to correspond with the description and any specifications set out above. All other guarantees, conditions, warranties, representations, or other terms whether express, implied or which would otherwise be imposed by statute, including without limitation those with respect to quality, satisfactory quality, merchantability, suitability or fitness for any purpose whatsoever of the Product are hereby excluded.

3. Quantity : up to 1,500 metric tons per month at Seller's/Buyer's option in multiple lots as per specific addendum(s) for delivery.

4. Origin : Brazil, Argentina, or USA.

5. Destination : Republic of Moldova or Ukraine.



6. Delivery :

"Carriage Paid To" (hereinafter – "CPT") Giurgiulesti, Republic of Moldova according to INCOTERMS 2020, in multiple lots by trucks. Price of trucks loading to be for Seller's account.

Seller and Buyer must agree on a delivery schedule to be specified in respective addendum(s) for deliveries. Buyer shall provide road truck for loading according procedures and sanitary measures applied at the place of loading and follow all COVID recommendations issued by the relevant authorities.

Seller grants Buyer a free storage period set off in the respective Appendix for delivery. In case Product is not physically removed by Buyer from Seller's tank(s) upon expiry of free storage period Buyer shall pay to Seller any additional costs that may occur in this respect.

7. Price:

The price shall be in US-Dollars per metric ton basis CPT Giurgiulesti, Republic of Moldova, based on the "CME/CBOT Futures Soybean Meal Front Month" level plus differential as mutually agreed between Buyer and Seller according to prevailing market conditions on the day of negotiations (hereinafter – the "Trigger"). Apart from phone/massager confirmation, any price fixture/trigger to be also confirmed by e-mail.

The following restrictions apply to the Trigger Option:

- (a) Minimum lot size to be triggered shall be 100 MT/lot.
- (b) Buyer shall trigger entire quantity latest by 16h30 (CET) on the last day of agreed pricing period.
- (c) In case Buyer has not triggered entire quantity as per para b) above, Seller will fix the price for the Buyer based on relevant "CME/CBOT Futures Soybean Meal Front Month" settlement level on the next date after the last date of the agreed pricing period.

Upon mutual agreement between the parties the price for each lot can also be a fixed price in USD per MT.

8. Payment :

In US Dollars by telegraphic transfer, in immediately available funds, without offset, discount, deductions or counterclaims as follows:

- (i) if formula price to be applied - 120% pre-payment (including 20% deposit) of the total value of Product as per the respective Addendum for delivery to be made within 2 (two) banking days after Seller's invoicing. For provisional price calculation, current "CME/CBOT Futures Soybean Meal Front Month" prevailing at the moment of invoicing shall apply.
- (ii) if fixed price to be applied - 100% pre-payment of the total value of Product as per the respective Addendum for delivery to be made within 2 (two) banking days after Seller's invoicing. In any case loading start only against payment in full.

Mark-to-market clause: should the coverage ratio of the 20% deposit fall below 10%, the Buyer shall top up through cash repayment within 2 (two) days to restore the deposit back to at least 20% of the value of the remaining quantity of product to be delivered.

Final settlement shall be made within 3 (three) Geneva/US banking days after delivery as per the respective Addendum against presentation of Seller's final commercial invoice (fax/email scanned copy acceptable).



Payments falling due on a Sunday or Monday Geneva/New York bank holiday shall be made on the first banking day following. Payments falling due on a Saturday or any other Geneva/New York bank holiday shall be made on the last day prior. In the event of any late payments by Buyer, Buyer shall pay to Seller interest at a rate equal to twelve percent per annum on the actual delayed outstanding amount with a day-count of ACT/360, for the days from the due date to the date full payment is received on Seller's account.

If the Buyer owes outstanding money to the Seller when the delivery period of the present contract starts, the Seller is entitled to demand payment of the outstanding, as well as interest for late payment, before the execution of the contract is starting/resuming. Moreover, any such payment delay under current/previous contracts entitles the seller to close the contract unilaterally, with a notification by e-mail sent to the buyer.

**9. Set Off:**

Seller shall have the right to set off any amounts which Buyer and/or any of its affiliates owes to Seller (whether under this contract or any other contract or account) which would otherwise be payable by Seller to Buyer under this contract and such set off shall operate automatically to satisfy and discharge Seller's obligation to make payment hereunder.

**10. Telephone recording:**

For security reasons, the parties to this contract acknowledge and consent that Seller may electronically record telephone conversations between Seller and Buyer including any of Buyer's employees, officers, or agents pertaining to the Product subject matter of this contract and/or any other commercial transactions between the Seller and the Buyer, evidenced by this contract or not. The Seller may use such recording for the purposes of resolving any disagreements between the parties, including submitting such recordings as evidence in any legal proceedings. The Buyer agrees to be responsible to notify accordingly its employees and relevant third parties whose conversations may be recorded.

**11. Determination of Quantity & Quality :**

The quantity of cargo loaded in trucks will be determined on the loading place weighing scale and will be written in the Delivery note. The quality is Final as per the Quality Certificate issued by the supervision company at Sellers choice and account. Delivery note proves the quantity loaded and delivered. After the Delivery note is issued, the cargo risks are on Buyers account and any claims regarding quantity and/or quality after this moment will not be consider and it will have no effect. The quantity stated in the Letter of Expedition must be the same as the one stated in the weighing note, quality, condition and weight certificate, and CMR.

**12. Risk & Title :**

Anything in this contract to the contrary notwithstanding, the risk of loss or damage to the goods shall pass to the Buyer at the moment of loading of Product in track at the load point in Constanta Terminal, but Seller shall retain title to the commodity until the Seller has been paid in full as per payment clause.

**13. Shipping documents:**

The Seller will provide the following documents after loading:

- Seller's commercial invoice
- Quality and weight certificates issued by Supplier
- Phytosanitary certificate
- Veterinary certificate
- Delivery note.



**14. Time Bar :** No suit or legal proceeding or demand for arbitration arising under this contract shall be maintainable against the Seller unless commenced or made by the Buyer within 90 calendar days after delivery or failure to deliver product hereunder.

**15. Limitation of Liability :** Neither Seller nor Buyer shall be liable, whether in contract, tort or otherwise, for: (a) any indirect, consequential or special losses, damages or expenses of any kind directly or indirectly arising out of or in any way connected with the performance, non-performance or breach of this contract; and (b) any loss of anticipated profits, plant shut-down or reduced production, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable.

For the avoidance of doubt, any losses suffered by Seller in connection with any derivative instrument related to the Product entered into for hedging purposes and arising out of a breach of this contract by Buyer shall always be deemed to be foreseeable and recoverable notwithstanding any provision in this contract or rule of law to the contrary.

**16. Taxes & Licenses :** Any taxes and/or dues levied on the Product, whether existing or new, arising prior to delivery or in the country of origin shall be borne by Seller. Any taxes, duties, tariffs, customs fees, charges, imposts and/or dues ("Taxes") levied on or in relation to the Product or its sale, transportation, delivery or import, whether existing or new, arising after delivery or in the country of discharge and/or the importing country shall be borne by Buyer.

Buyer shall be the importer of record and shall be responsible for complying with customs and tax import procedures and shall be liable to customs and tax authorities for all taxes that arise in respect of such customs and tax entry. After discharge Buyer shall provide copy of final CMR confirmed by final receiver, dated, signed and stamped in original. Buyer shall indemnify Seller in respect of any costs, penalties and interest incurred by Seller as a result of any failure by Buyer to comply with the foregoing provisions of this clause and/or any failure to pay, or delay in paying, any VAT, excise duty or other Taxes.

Buyer undertakes that it has obtained and will maintain all necessary import licenses, authorizations, permits and formalities necessary for the performance by it of this Contract. No failure by the Buyer to comply with this clause shall amount to frustration, constitute a Force Majeure Event, or otherwise constitute justification for the non-performance by Buyer of any of its obligations hereunder.

**17. Default :** If the Buyer fails to timely make payment(s) or fails to perform of any of its obligations under this Contract or if bankruptcy, reorganization, liquidation or receivership proceedings are instituted by or against the Buyer or any affiliated company, or if the Seller deems the Buyer to be insolvent, or if the Buyer fails to give adequate security for or assurance of its ability to perform its obligations under this or any other contract between the parties within 48 hours of a request therefore, it shall constitute an event of default under this Contract, whereupon the Seller may, in its absolute discretion, and without prejudice to any other rights it may have in law or in equity, take one or more of the following actions: terminate this Contract upon written notice to the Buyer without liability to the Seller of any kind; cancel any quantities which have not been delivered; stop delivery of goods in transit; treat the default as a repudiatory breach of contract and sue for damages.

All amounts not paid when due shall bear interest, at the rate of ten per cent per annum, for the entire period that such amounts remain unpaid. Such interest shall be due and payable on demand. Any interest not paid when due shall be added to the overdue sum and itself bear interest accordingly.

**18. Governing Law and Arbitration :**

This contract including the arbitration clause, shall be governed, interpreted and constructed in accordance with substantive Swiss Law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any dispute, controversy or claims arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be 1(one). The seat of the arbitration shall be in Geneva. The arbitral proceedings shall be conducted in English. The award shall be final and binding upon both Parties. The parties' consent to the jurisdiction of any court for the recognition and enforcement thereof and waive any defense based upon lack of jurisdiction or forum non convenience.

The parties recognize that disputes between them and disputes between the Seller and its supplier may involve common questions. Upon notice to the Buyer, the Seller shall have the right to stay any arbitration under this contract pending the issuance of a final award or judgment in any proceeding between the Seller and its supplier, and the determination of any issue in such award or judgment shall be final and binding upon the parties in any arbitration under this contract.

**19. Assignment :**

Without the prior written consent of the other Party neither Party may assign its rights or obligations under this Contract in full or in part, except that the Seller may without such consent assign all or a portion of their rights to receive and obtain payment under the Contract in connection with securitisation of bank of other third financing party funding arrangements. Any such assignment will not detract from the Seller's obligations under this Contract.

**20. Force Majeure :**

No failure or omission to carry out or to observe any of the terms, provisions or conditions of this contract shall give rise to any claim by one party hereto against the other, or be deemed to be a breach of this contract if the same shall be caused by, or arise out of, war, hostilities, sabotage, blockade, revolution, or disorder; expropriation or nationalization; cutoff of gas supplies to facilities for the production of the product; disruption of rail, or transportation of product to the delivery point, and consequent delays; breakdown or damage to storage, or loading facilities; prevention of loading by terminal or port authorities; embargoes or export restrictions; acts of God, explosion, fire, frost, earthquake, storm, lightning, tide, tidal wave or perils of the sea; accidents of navigation or breakdown of or injury to vessels or other means of transport; accidents to or closing of harbors, docks, straits, canals or other assistances to or adjuncts of shipping or navigation; strikes, lockouts or other labor disturbances; or any other events, matter, or thing wherever occurring, of the same class or kind as those above set forth, which shall not be reasonably within the control of the party affected thereby and which by due diligence such party is unable to prevent or overcome (herein called "force majeure"). When the term "party" applies to the Seller, it shall also include the Seller's suppliers of product if identified by the Seller to the Buyer.

The party claiming force majeure shall notify the other party within 2 Swiss business days after the claiming party has notice thereof, and both parties will then jointly use their best efforts to minimize any possible resulting waiting time and/or damages and/or costs.

The Buyer acknowledges that the Seller is not a producer of the product. If the Seller has notified the Buyer of the identity of its Supplier, any force majeure condition affecting the Seller's supplier shall constitute a force majeure condition affecting the Seller.

If force majeure affects the Seller, the Seller may, at its option, exercised by notice to the Buyer within a reasonable time, either: (i) cancel from this contract any quantities which have not been delivered due to force majeure, without affecting the balance of this contract, or (ii) deliver such quantities in one or more lots, after the Seller deems the effect of force majeure to have ended, on the same terms as set forth in this contract. If, by reason of force majeure, there is a curtailment of or interference with the availability of any product from the source of supply nominated by the Seller for a specific shipment, Seller will be free to withhold, reduce, suspend or cancel deliveries hereunder to such extent as Seller deems appropriate, and Seller will not be required to acquire by purchase or otherwise additional quantities from other suppliers.

Notwithstanding the foregoing provisions of this clause, force majeure shall not include occurrences arising out of the acts of any government or instrumentality which owns, directly or indirectly, any interest in the party claiming force majeure.

Notwithstanding the foregoing provisions of this Clause, the Buyer shall not be relieved of any obligation to make payment or to pay extra storage at Terminal with respect to product agreed and/or delivered to Terminal before the notification of the force majeure under this Clause.

**20. COVID-19 Clause:** Notwithstanding the COVID-19 outbreak, both parties shall exercise due diligence in relation to the performance of their respective obligations and the Contract generally. The COVID-19 outbreak shall constitute a potential event for the purposes of any term of this Contract dealing with impediments and/or delays to performance outside the control of either party, including the prevention of shipment, force majeure and/or prohibition clauses, regardless of whether the impact of the outbreak is foreseeable or not. This Contract shall incorporate all material terms of the charter party with respect to COVID-19 and/or Contagious and Infectious Diseases clause.

**21. Entire Agreement :** This contract constitutes the entire agreement between the parties relating to the sale of the product specified herein. All prior and contemporaneous representations, understandings and agreements are superseded and merged herein.

**22. Modification :** This contract cannot be modified except in a written form signed by both parties to this Contract. No usage of trade or prior course of dealing or performance between the parties shall be deemed to modify the terms of this Contract.

**23. No Waiver :** Any waiver of any breach of any provision of this Contract by either Party shall not be considered to be waiver of any subsequent or continuing breach of that provision. No waiver by either Party of any breach of any provision of this Contract shall release, discharge or prejudice the right of the waiving Party to require strict performance by the other party of any other of the provisions of this Contract.

**24. Notices :**

Any notice permitted or required by this Contract must be in writing and, unless otherwise stated, may be given in person or by courier, e-mail or fax, to the recipient at the address set forth below. Any such notice will be deemed to be given: (a) if delivered in person, at the time of delivery; (b) if sent by courier, upon receipt, as evidenced by a delivery notice from the courier; (c) if sent by fax, at the time specified in the fax transmission report of full transmission, free of errors, to the recipient's fax number; (d) if sent by e-mail, when received :

**SELLER:**

All matters:

Operations department

M. +41 79 237 37 47

e-mail: [msi@msigroup.ch](mailto:msi@msigroup.ch)

**BUYER:**

All matters:

Mrs. Doina Talmazan, Managing Director

M. +373 68 00 80 82

e-mail: [talmazandoina@yahoo.com](mailto:talmazandoina@yahoo.com)

Any alterations to the Contracts or addresses specified here above shall be notified immediately to the other Party. Seller shall not be responsible for any losses, costs, liabilities or delays resulting from correspondence sent to any other number and/or contact person and/or email address.

**25. Miscellaneous:**

Each party warrants and represents that: (a) it has full authority and capacity to enter into this contract; (b) where signed, each authorized person purporting to sign this contract has full power and authority to enter into this contract on that party's behalf; and (c) this contract constitutes valid and binding obligations of that party enforceable in accordance with its terms.

The invalidity, illegality, or unenforceability of any one or more provisions of this contract shall not impair the validity and enforceability of the other provisions of this contract.

**26. P&C Clause :**

This Contract is to remain strictly private and confidential, and Parties undertake to keep confidential and not to divulge to any third party for the duration of this Contract as well as at any time thereafter any confidential information including but not limited to, information on beneficiaries, shareholders, representatives, ownership structure, internal documents, requests, records or other documents concerning the other Party, its activity which received or obtained in the framework hereof save to the extent that a party may disclose this contract: (a) to their banks, accountants, auditors, legal or other professional advisors; (b) to the extent required by law, a competent court or liquidator or administrator of a party; or (c) if the other party has consented in writing to the disclosure.

Unless otherwise agreed in writing, the Receiving Party shall not use the other Party's confidential Information to obtain commercial benefits in its activity.

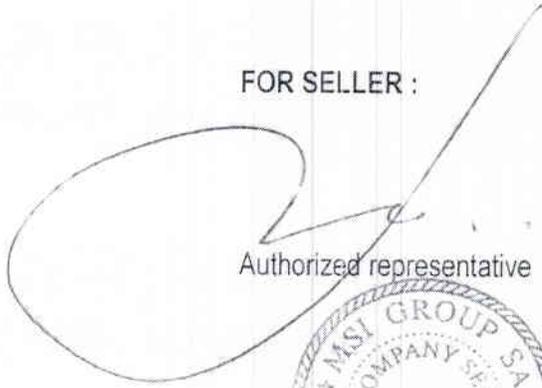


28. Acceptance :

This Contract was concluded remotely, by exchanging email signed scanned copies between Seller's and Buyer's authorised representatives.

*Confirmed and Agreed:*

FOR SELLER :



Authorized representative



FOR BUYER :



Authorized representative