

CONTRACT DE PRESTARI SERVICII
Nr. J-AC 4/18.01.2022

În temeiul art. 7, alin (5) din Legea nr. 98/2016 privind achizițiile publice, se încheie prezentul contract între:

1. PARTILE CONTRACTANTE

SECTORUL 1 AL MUNICIPIULUI BUCURESTI

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Cont: RO57TREZ24A510103201200X, deschis la Trezoreria Sectorului 1, reprezentata prin doamna **Clotilde Marie Brigitte ARMAND**, in calitate de primar al Sectorului 1 al Municipiului București, denumita in continuare **Achizitor**, și

SC AGGREKO SOUTH EAST EUROPE SRL

Sediu:

Telefon:

e-mail:

CUI: RO 30897146

Numarul la registrul comertului: J23/2907/2013,

Cont: _____,

reprezentata prin _____ – General Manager, denumita in continuare **Prestator**

1. DEFINITIONS

- 1.1. In these Conditions and the Contract, the following words and expressions shall bear the following meanings:-

"**Aggreko**" means Aggreko South East Europe S.R.L, a company incorporated in Romania, registered under number J23/2907/2013, unique registration code 30897146 and having its registered office in Soseaua de Centura 7A, Tunari, Ilfov, Romania, represented by Adrian Dinu.

"**Conditions**" mean these General Conditions of equipment operation services.

"**Contract**" shall have the meaning ascribed to it in Clause 2.

"**Day**" means a period of twenty-four (24) consecutive hours.

"Equipment operation services" means, without prejudice to any agreed minimum equipment operation services period, the time from when the Plant leaves Aggreko's depot or place where otherwise despatched until the later of (i) the date specified in the Proposal unless otherwise extended in writing by the parties and (ii) the date the Plant is received back at Aggreko's depot or delivered to another place named by Aggreko (acting reasonably). The minimum equipment operation services period shall in any event be one Week (unless specified otherwise in the Proposal).

"Equipment operation services" means the party taking Aggreko's Plant on equipment operation services and named as such in the completed Aggreko's Proposal and shall include its successors, assignees or personal representatives.

"Invoice" means the invoice or invoices sent by Aggreko to the equipment operation services on a Monthly basis in respect of the Rental Charges.

"Force Majeure Event" shall have the meaning ascribed to it in Clause 30.

"Month" means a period of thirty (30) consecutive Days and **"Monthly"** shall be construed accordingly.

"Normal Working Hours" means 8 am to 5 pm on each Working Day(Monday to Friday).

"Plant" means all plant and equipment of whatever nature hired by the Hirer from Aggreko as specified in the Proposal, including any replacement thereof supplied pursuant to Clause 16 of these Conditions.

CONDITII GENERALE DE SERVICII OPERARE ECHIPAMENT IN ROMANIA 2015.Conditii de operare a Echipamentelor de catre Aggreko South East Europe S.R.L.

1. DEFINITII

1.1. In aceste Conditii si in Contract urmatoarele cuvinte si expresii vor avea urmatoarele semnificatii:

"Aggreko" inseamna Aggreko South East Europe S.R.L., o societate infiintata in Romania, inregistrata cu numarul J23/2907/2013, Cod Unic de Identificare 30897146, cu sediul social in in Soseaua de Centura 7A, Tunari, Ilfov, Romania, reprezentata de Adrian Dinu.

"Conditii" inseamna Conditile Generale de servicii operare echipament.

"Contract" are intelesul atribuit acestuia in Articolul 2.

"Zi" inseamna perioada de douazeci si patru (24) de ore consecutive.

"Utilizatorul" inseamna partea care presteaza servicii de operare echipament.
Echipamentele Aggreko si desemnate astfel in Oferta Aggreko si ii include pe succesorii, cessionarii sau reprezentantii personali ai acestuia.

”Factura” inseamna factura sau fakturile trimise lunar de Aggreko Utilizatorului pentru Tarifele de Servicii Operare Echipament.

”Caz de Forta Majora” are intelestul atribuit acestuia in Articolul 30.

”Luna” inseamna o perioada de treizeci (30) de Zile consecutive si **”Lunar”** se va intelege in mod corespunzator.

”Program de Lucru Normal” inseamna de la 8:00 la 17:00 in fiecare Zi Lucratoare(luni-vineri).

”Echipamente” inseamna toate echipamentele de orice fel inchiriate de Utilizator de la Aggreko mentionate in Oferta, inclusiv orice inlocuire a acestora conform Articolului 16 din aceste Conditii.

”Site” means the site to which the Plant is delivered (or to be delivered) on the Hirer's instructions.

”Week” means a period of seven consecutive Days.

”Working Day” means each of Monday, Tuesday, Wednesday, Thursday or Friday.

- 1.2. Clause headings are inserted for convenience only and shall not affect the construction and interpretation of these Conditions.
- 1.3. All instructions, notifications, authorisations, and acknowledgements under the Contract shall be in writing and in English.
- 1.4. References to dates which do not fall on Working Days shall be construed as references to the immediately subsequent Working Day.
- 1.5. References to Clauses are to clauses of these Conditions.

2. EXTENT OF CONTRACT

- 2.1. Aggreko's Proposal (including the Hirer's acceptance thereof), delivery note, invoice, , return note and these Conditions, , comprise the entire contract, agreement and understanding between Aggreko and the Hirer (the "**Contract**") and no other terms and conditions, or pre-contractual statements or representations, shall form part of the Contract. The Contract supersedes any previous agreement between the parties relating to the subject matter of the Contract. No variation of the Contract shall be effective unless specifically agreed in writing by an authorised signatory of Aggreko and of the Hirer.
- 2.2. In the event of any inconsistency between any of the documents forming part of the Contract, Aggreko's Proposal shall prevail against all other such documents and the terms of all such documents shall prevail against these Conditions.

3. LOADING AND UNLOADING

- 3.1. Subject to Clause 15, Aggreko shall deliver the Plant to the Site.
- 3.2. The Hirer shall be responsible for loading and unloading

"Oferta" inseamna Oferta prevazuta in formularul de Oferta Aggreko, inclusiv notele la acesta, o descriere a Echipamentelor, Servicii de Operare Echipament.

"Locul de Instalare" inseamna locul in care sunt livrate (vor fi livrate) Echipamentele la instructiunile Utilizatorului.

"Saptamana" inseamna o perioada de sapte Zile consecutive.

"Zi Lucratoare" inseamna zilele de Luni, Marti, Miercuri, Joi sau Vineri.

- 1.2. Titlurile articolelor sunt introduse doar din convenienta si nu vor afecta structura si interpretarea acestor Conditii.
- 1.3. Toate instructiunile, notificarile, autorizatiile si confirmarile care fac obiectul acestui Contract se vor face in scris si in limba engleza.
- 1.4. Referintele la date care nu cad in Zile Lucratoare vor fi interpretate ca referinte la Ziua Lucratoare imediat urmatoare.
- 1.5. Referintele la Articole sunt referinte la articolele din aceste Conditii.

2. ALCATUIREA CONTRACTULUI

- 2.1. Oferta Aggreko (inclusiv acceptarea acestaie de catre Utilizator), nota de expedite, factura, nota de returnare si aceste Conditii, reprezinta intregul contract, acord si intelegera intre Aggreko si Utilizator (**"Contractul"**) si niciun alt termen si nicio alta conditie sau declaratie precontractuala nu va face parte din Contract. Contractul inlocuieste orice intelegera anterioara intre parti in ceea ce priveste obiectul Contractului. Nicio modificare a Contractului nu va fi valabila daca nu este acceptata in scris de catre un semnatar autorizat al Aggreko si al Utilizatorului.
- 2.2. In cazul constatatii unor nepotriviri intre documentele care fac parte din Contract, Oferta Aggreko va prevala asupra oricror alte documente iar prevederile acestor documente vor prevala asupra Conditilor.

3. INCARCARE SI DESCARCARE

- 3.1. In conformitate cu Articolul 15, Aggreko va pune in functiune, monta si intreține chipamentele specializate și utilaje necesare alimentării cu agent termic la Punctul Termic nr. 5 din str. Siriului nr. 26 cartierul Aviației.
- 3.2. Utilizatorul va fi responsabil de incarcarea si descarcarea Echipamentelor la Locul de Instalare. Personalul pus la
- 3.3. the Plant at the Site. Any personnel supplied or contracted by Aggreko for loading and unloading shall work under the supervision and instructions of the Hirer or its representatives, and the Hirer undertakes to be fully responsible for such personnel acts and omissions (including negligent acts and omissions). For the avoidance of doubt, any period agreed by the parties for installation and commissioning shall not commence until the Hirer has completed such unloading and located the Plant in its required position. Aggreko will commissioning, installation and maintenance of specialized equipment and machinery

necessary for the supply of thermal agent at Thermal Point no. 5 from Siriului street no. 26 Aviației neighborhood.

4. CONDITION OF PLANT ON RECEIPT

- 4.1. The Hirer shall carry out a reasonable visual inspection of the Plant on, or as soon as possible after, the delivery of the Plant to the Site and shall promptly notify (and in any event not later than 3 (three) Working Days after the delivery date) any apparent damage or defects to Aggreko.
- 4.2. All Plant shall be deemed to have been delivered on time and, where applicable, installed in good working condition, free from apparent damage or defects, and to the Hirer's satisfaction, unless Aggreko receives written notification to the contrary within 3 (three) Working Days of (i) the date of delivery of any Plant on Site; or (ii) (where applicable and if later) completion of installation on Site of any Plant.

5. CARE OF PLANT

- 5.1. The Hirer shall use the Plant with all due prudence and diligence and in accordance with its contractual purpose, or, in the absence thereof, in accordance with any implied purpose based on certain circumstances, such as asset type. The Hirer shall be fully responsible (in each case at its own cost, unless otherwise agreed by the parties in writing) for: (i) the safekeeping and insurance of the Plant during the entire equipment operation services Period and (ii) for the use of the Plant in compliance with its specification and any other applicable laws and/or regulations. Moreover, the Hirer shall not use or operate the Plant, nor allow or tolerate the use or operation of the Plant, (i) for any purpose beyond its rated capacity, or (ii) in a manner likely to result in deterioration of the Plant (except normal wear and tear).
- 5.2. The Hirer shall keep itself acquainted with the condition of the Plant and shall not operate it at any time after it has become defective, damaged or in a dangerous state, or in a state which results in a breach of any applicable law or regulations, until such time as the Plant has been repaired or replaced in accordance with the terms of the Contract. If the Hirer or any employee, servant or agent of the Hirer, does operate the Plant in such condition then the Hirer (i) shall be solely responsible for any damage, loss or accidents resulting therefrom and (ii) shall (without prejudice to Clause 34 of these Conditions) indemnify Aggreko in respect of any loss or damage suffered by Aggreko and against any claims

dispozitie sau contractat de catre Aggreko pentru incarcare si descarcare va lucra sub supravegherea si conform instructiunilor Utilizatorului sau reprezentantilor acestuia, iar Utilizatorul va fi unicul responsabil pentru actiunile si omisiunile personalului sau (inclusiv pentru actiuni si omisiuni din neglijenta). Pentru evitarea oricaror dubii, perioada convenita de catre parti pentru instalare si punere in functiune nu va incepe inainte ca Utilizatorul sa fi finalizat descarcarea si amplasarea Echipamentelor in pozitia dorita.

4. CONDITIA ECHIPAMENTELOR LA PRIMIRE

- 4.1. Utilizatorul va realiza inspectia vizuala rezonabila a Echipamentelor la livrarea Echipamentelor la Locul de Instalare, sau imediat ce este posibil dupa aceasta data, si va comunica fara intarziere (si in orice caz in cel mult 3 (trei) Zile Lucratoare de la data livrarii) orice dauna sau defect clar catre Aggreko.

- 4.2. Toate Echipamente se vor considera livrate la timp si, daca este cazul, instalate in bune conditii de functionare, fara daune sau defecte, si spre satisfactia Utilizatorului, daca Aggreko nu primeste o notificare scrisa care sa ateste contrariul in 3 (trei) Zile Lucratoare de la (i) data livrarii Echipamentelor la Locul de Instalare; sau (ii) (daca este cazul si daca se face mai tarziu) la finalizarea instalarii Echipamentelor la Locul de Instalare.

5. PROTECTIA ECHIPAMENTELOR

- 5.1. Utilizatorul va folosi Echipamentele cu grija si prudenta cuvenite si in conformitate cu scopul contractual al acestora, sau, in absenta unui scop, in conformitate cu orice scop implicit bazat pe anumite circumstante, de exemplu pe tipul de produs. Utilizatorul va fi unicul responsabil (in fiecare caz, pe propria cheltuiala, daca nu este altfel convenit in scris de catre parti) pentru: (i) pentru utilizarea Echipamentelor in conformitate cu specificatiile acestora si cu orice alta lege si/sau reglementare aplicabila. De asemenea, Utilizatorul nu va folosi Echipamentele si nu va permite sau tolera utilizarea Echipamentelor, (i) in orice scop in afara capacitatii sale nominale, sau (ii) intr-un mod care este probabil sa provoace deteriorarea Echipamentului (cu exceptia uzurii normale).

- 5.2. Utilizatorul va fi permanent la curent cu conditia Echipamentelor si nu le va folosi daca acestea sufera defectiuni, deteriorari sau se afla intr-o stare periculoasa sau intr-o stare care poate sa duca la incalcarea oricarei legi sau reglementari aplicabile, pana la repararea sau inlocuirea Echipamentelor in conformitate cu prevederile Contractului. Daca Utilizatorul sau orice angajat, functionar sau reprezentant al Utilizatorului foloseste Echipamentele in aceste conditii atunci Utilizatorul (i) va fi unicul responsabil de orice daune, pierderi sau accidente aparute in urma acestei folosiri si (ii) o va despargubi pe Aggreko (fara a aduce atingere prevederilor Articolului 34 din aceste Condiții) pentru orice pierderi sau daune suferite de made against Aggreko resulting therefrom.

- 5.3. Should any breakdown or damage occur to any of the Plant as a result of (i) failure by the Hirer to observe any terms of the Contract, (ii) negligence or misuse by the Hirer or its employees, servants or agents, (iii) wilful or accidental damage however occurring or (iv) damage caused by salt water, salt spray and/or salt laden air where conditions at the Site have not been approved in writing by Aggreko, the Hirer shall be liable to Aggreko for:-

- (i) the full cost of any necessary repairs required by Aggreko; or
- (ii) if Aggreko considers that such repairs would not be practicable or cost effective, the whole cost of replacement of such Plant; and
- (iii) the Rental Charges for the Plant (i) while the Plant is idle owing to any such breakdown or damage and (ii) while repairs are being carried out (but without prejudice to Aggreko's right to receive any other related damages in respect of the Contract).

6. RECALL NOTICE

Subject always to Clauses 28 and 32, Aggreko may, without incurring any liability to the Hirer or giving rise to any right of termination for the Hirer, in respect of or in connection with such recall so long as there is no material interruption in the service provided to the Hirer (other than a reasonable period to allow for disconnection of the recalled Plant and connection of the substitute Plant), recall any or all Plant and substitute equivalent Plant for such recalled Plant, upon giving thirty (30) Days' written notice to the Hirer.

- 5.3. In cazul aparitiei unor defectiuni sau avariilor la oricare dintre Echipamente ca urmare a (i)

nerespectarii de catre Utilizator a oricaror prevederi din Contract, (ii) neglijentei sau utilizarii gresite de catre Utilizator sau de catre angajatii, functionarii sau reprezentantii acestuia, (iii) deteriorarii intentionate sau accidentale, indiferent de modul in care a avut loc sau (iv) deteriorarii cauzate de apa sarata, spray-ul sarat si/sau aerul sarat, in cazul in care conditiile Locului de Instalare nu au fost aprobatate in scris de catre Aggreko, Utilizatorul va fi responsabil fata de Aggreko pentru:-

- (i) intregul cost al reparatiilor necesare solicitate de Aggreko; sau
- (ii) daca Aggreko considera ca aceste reparatii nu sunt fezabile sau rentabile, intregul cost de inlocuire a respectivului Echipament; si

6. NOTIFICARE DE RECHEMARE

In temeiul prevederilor Articolelor 28 si 32, Aggreko poate rechema oricare dintre Echipamente sau toate Echipamentele, prin trimitera unei notificari scrise cu treizeci (30) de Zile in prealabil Utilizatorului, fara sa invoce raspunderea Utilizatorului si fara ca aceasta rechemare sa dea dreptul de revocare Utilizatorului, atata timp cat aceasta nu presupune o intrerupere semnificativa a serviciului furnizat Utilizatorului (cu exceptia unei perioade rezonabile pentru a permite deconectarea Echipamentului rechemat si conectarea Echipamentului inlocuitor).

7. OWNERSHIP OF PLANT

The Plant is and shall at all times remain in the property of Aggreko and the Hirer shall have no right, title or interest in the Plant (save the right to possession and use of the Plant subject to the terms and conditions of the Contract). The Hirer shall not remove or deface any plate or marking on the Plant identifying Aggreko as the owner of the Plant. The Hirer shall keep the Plant free and clear of any and all diligence, distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind and shall give Aggreko prompt notice of any encumbrance, charge, lien, attachment, diligence, judicial process or any similar event to any of the foregoing affecting the Plant. Without prejudice to Clause 34, the Hirer shall indemnify Aggreko upon Aggreko's written demand against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause.

unei defectiuni inerente sau unei defectiuni care nu a fost constatata in urma investigatiei rezonabile a Utilizatorului conform Articolului 4), atunci Utilizatorul va fi responsabil fata de Aggreko pentru:-

- (i) costul integral al reparatiilor necesare solicitate de Aggreko; sau
- (ii) daca Aggreko considera ca aceste reparatii nu sunt fezabile sau rentabile, costul integral pentru inlocuirea respectivului Echipament; si

7.DREPTUL DE PROPRIETATE ASUPRA ECHIPAMENTELOR

Echipamentele se afla si vor ramane permanent in proprietatea Aggreko, iar Utilizatorul nu are niciun drept, titlu sau interes in Echipamente (in afara de dreptul de posesiune si de utilizare a Echipamentelor in conformitate cu termenii si conditiile Contractului). Utilizatorul nu va indeparta sau sterge orice insemn sau marcat de pe Echipamente prin care este identificat Aggreko ca proprietar al Echipamentelor. Utilizatorul va apara Echipamentele de orice

diligenta, sechestrul, executare, confiscare, adeziune, taxe, redevente, garantii mobiliare si grevari de orice fel si va trimite fara intarziere o notificare societatii Aggreko in care va preciza orice grevare, sarcina, taxa, adeziune, diligenta, proces juridic sau alt eveniment similar cu cele mentionate mai sus care afecteaza Echipamentele. Fara a aduce atingere Articolului 34, Utilizatorul o va despagubi pe Aggreko, la cererea scrisa Aggreko, pentru toate pierderile, daunele, costurile, cheltuielile si tarifele suportate ca urmare a nerespectarii acestui Articol.

8. LEGAL EXPENSES

The Hirer shall be responsible for all costs, charges and expenses including properly incurred legal fees and costs incurred by Aggreko (i) in recovering possession of the Plant or (ii) in the collection of any sums which may be due and owing by the Hirer to Aggreko under the Contract or (iii) in the defence of any action brought against Aggreko in respect of any costs, loss, damages or other expenses caused directly by or in connection with the operation of the Plant to any person while the Plant is in the possession or under the control of the Hirer.

9. ACCESS

- 9.1 The Hirer shall allow Aggreko's representatives, including its employees, servants, agents and insurers access (including vehicle access) to the Plant at all reasonable times to inspect, examine, test, adjust, maintain, repair or replace the same.
- 9.2 The Hirer shall be responsible for providing safe and proper access both for such purposes and for delivery and collection of the Plant and shall be liable for all loss or damage suffered by Aggreko or by Aggreko's employees, servants, agents or insurers as a result of the Hirer's failure to provide or delay in providing such safe and proper access.
- 9.3 If access is denied or delayed any obligation of Aggreko either to provide a service engineer on site and/or to remedy any fault, in each case within a specified period, shall be modified by extending the relevant period by such time as Aggreko considers is reasonably necessary to take account of such denial of or delay in access.

10. MAINTENANCE AND SERVICING

- 10.1. Aggreko shall schedule the routine maintenance and servicing of the Plant based on the date of the last service and the agreed running mode for the Plant in the Contract. The Hirer shall immediately notify Aggreko of any change in the conditions of use of the Plant including any change to the agreed running mode, scheduled operating hours and operating environment. If the Hirer fails to notify Aggreko as provided in this Clause then the Hirer shall compensate Aggreko for additional wear, tear and damage to the Plant caused by the Plant operating beyond the scheduled service interval by

8.CHELTUIELI JURIDICE

Utilizatorul va suporta toate costurile, cheltuielile si tarifele inclusiv cheltuielile si costurile juridice suportate de Aggreko

(i) pentru reluarea posesiei asupra Echipamentelor sau (ii) pentru incasarea sumelor datorate si exigibile de catre Utilizator catre Aggreko conform Contractului sau (iii) pentru aparare in orice proces initiat impotriva Aggreko pentru orice costuri, pierderi, daune sau alte cheltuieli cauzate direct de utilizarea Echipamentelor sau in legatura cu aceasta utilizare oricarei persoane, in perioada in care Echipamentele au fost in posesia si sub controlul Utilizatorului.

9. ACCES

- 9.1. Utilizatorul va permite accesul (inclusiv accesul reprezentantilor Aggreko, inclusiv angajatilor, functionarilor, reprezentantilor si asiguratorului la

Echipamente in momente rezonabile, pentru inspectarea, examinarea, testarea, ajustarea, intretinerea, repararea sau inlocuirea acestora

- 9.2. Utilizatorul va fi responsabil de asigurarea accesului sigur si corespunzator in aceste scopuri si pentru livrarea si preluarea Echipamentelor si va fi responsabil pentru pierderile sau daunele suferite de Aggreko sau de angajatii, functionarii, reprezentantii sau asiguratorii Aggreko ca urmare a nefurnizarii sau furnizarii intarziate a accesului sigur si corespunzator de catre Utilizator.
- 9.3. Daca accesul este refuzat sau intarziat, orice obligatie a Aggreko sa puna la dispozitie un inginer de intretinere la locul de Instalare si/sau de remediere a unei defectiuni, in orice caz in perioada mentionata, se va modifica prin prelungirea perioadei cu perioada pe care Aggreko o considera necesara pentru a lua in considerare refuzul sau intarzierea accesului.

10. MENTENANTA SI SERVICE

- 10.1. Aggreko va planifica mentenanta si service-ul de rutina al Echipamentelor in functie de data ultimului service si de modul de functionare a Echipamentelor stabilit de comun acord in Contract. Utilizatorul o va informa fara intarziere pe Aggreko despre orice modificare in conditiile de utilizare a

a paying the full cost of both the next service (including the travel and the working hours of the operators travel) and any consequent repairs. If Aggreko fails to service the Plant within one week of receipt of notification by the Hirer as provided in this Clause then the cost of both the next service and any consequent repair costs will be met by Aggreko.

11. SITE CONDITIONS

- 11.1. The Hirer shall at its own cost carry out all civil works required at the Site for the erection and operation of the Plant and agreed between the parties including, without limitation, the installation of cable trenching and drainage and the supply and erection of a security fence with lockable gate and lighting.

- 11.2. Echipamentelor, inclusiv despre orice modificare a modului de functionare convenit, a programului de lucru planificat si a mediului de functionare. Daca Utilizatorul nu o informeaza pe Aggreko conform prevederilor acestui Articol, atunci Utilizatorul o va compensa pe Aggreko pentru uzura suplimentara si deteriorarea Echipamentelor cauzate de folosirea Echipamentelor peste intervalul de functionare programat prin plata intregului cost al service-ului urmator (inclusiv transportul si orele de munca in care muncitorii se deplaseaza) si orice reparatii aferente. Daca Aggreko nu face service-ul Echipamentelor intr-o saptamana de la primirea notificarii din partea Utilizatorului conform prevederilor acestui Articol, atunci Aggreko va suporta costul urmatorului service si orice costuri pentru reparatii.

12. CONDIȚIILE DE LA LOCUL DE INSTALARE

- 12.1. Utilizatorul este unicul responsabil pentru condițiile de la Locul de Instalare. Utilizatorul va pune la dispozitie, pe proprie cheltuiala, un loc potrivit pentru instalarea si montarea Echipamentelor si se va asigura ca Locul de Instalare este nivelat, calibrat, compactat si nu prezinta reziduuri, structuri si obstacole. Daca suprafata Locului de Instalare este moale sau nepotrivita pentru functionarea Echipamentelor sau pentru deplasare, Utilizatorul va asigura si va turna o baza agregata/tare cu finisaj de pietris, pe propria cheltuiala, conform specificatiilor Aggreko intr-o pozitie potrivita pentru ca Echipamentele sa poata circula si functiona pe ea.
- 12.2. Utilizatorul va realiza, pe propria cheltuiala, toate lucrările de construcție necesare la Locul de Instalare pentru instalarea si punerea in functiune a Echipamentelor si convenite intre parti inclusiv, dar fara limitare, instalarea santurilor pentru cabluri si canalelor si furnizarea si montarea unui gard de protectie cu poarta cu incuietoare si iluminare.
- 12.3. The Hirer shall be solely responsible for all costs and expenses occurring in relation to the above as well as to the recovery of any Plant from soft ground and shall, where required to do so by Aggreko, make arrangements for such recovery.

13. FUEL, OIL AND LUBRICANTS

- 13.1. Fuel, oil and lubricants shall, when supplied by the Hirer, be of a grade and type specified by Aggreko.
- 13.2. The Hirer shall be responsible for disposal of waste including used engine oil, drums, lubricants, hazardous waste and filters, in a manner that meets the requirements of any applicable law.

14. COOLANT

Coolant, when supplied by the Hirer, shall be a mixture of clean fresh water and antifreeze in a proportion and of a grade and type specified by Aggreko.

15. TRANSPORT

- 15.1. The Hirer shall bear the cost of (and, if required by Aggreko, arrange): (i; and (ii) the subsequent return of the Plant to a collection place so specified
- 15.2. In the event that the Plant is required to be transported during the term of the Contract for the purpose of repairs owing to damage or breakdown, the related transport costs shall be borne as follows:
- (i) by Aggreko, in the event that the cost of such repair is to be met by Aggreko in terms of the Contract; and
 - (ii) by the Hirer, in the event that the cost of such repair is to be met by the Hirer in terms of the Contract.

The cost of transporting replacement Plant to the Site shall be borne by the relevant party on the same basis.

16. BREAKDOWN

16.1. Subject to Clause 5, breakdowns or defects in any Plant resulting from proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination by the Hirer in accordance with Clause 4 may, at Aggreko's option, either (i) be repaired at Aggreko's expense and with the least reasonably practicable delay, in which case the Hirer shall not be charged from its notification of a breakdown to Aggreko until repair is.

16.2. Utilizatorul va suporta toate costurile si cheltuielile care deriva din activitatile de mai sus, precum si pentru recuperarea oricarui Echipament de pe teren moale si va face toate aranjamentele pentru recuperarea acestora, daca acest lucru este solicitat de Aggreko.

17. COMBUSTIBIL, ULEI SI LUBRIFIANTII

17.1 Combustibilul, uleiul si lubrifiantii trebuie sa fie de tipul precizat de Aggreko, daca sunt furnizate de Utilizator.

17.2 Utilizatorul va fi responsabil de evacuarea deseurilor, inclusiv a combustibilului uzat, a tamburilor, a lubrifiantilor, deseurilor periculoase si filtrolor, cu respectarea cerintelor legislatiei aplicabile.

18. LICHID DE RACIRE

Lichidul de racire, daca este furnizat de Utilizator, trebuie sa fie un amestec de apa curata si antigel in proportia si de tipul mentionate de Aggreko.

15. TRANSPORT

13.3. Utilizatorul va suporta costurile (si, la cererea Aggreko, va aranja): inapoierea Echipamentelor la locul de preluare.

13.4. In cazul in care se solicita transportarea Echipamentelor pe durata Contractului pentru efectuarea unor reparatii cauzate de defectiuni sau avarii, costurile de transport respective se vor suporta astfel:

- (i) de catre Aggreko, in cazul in care costul acestor reparatii trebuie achitata de Aggreko conform prevederilor Contractului; si
- (ii) de catre Utilizator, in cazul in care costul acestor reparatii trebuie suportat de Utilizator conform prevederilor Contractului.

Costul transportului Echipamentelor inlocuitoare la Locul de Instalare va fi suportat de partea respectiva conform prevederilor anterioare.

16. DEFECTIUNE

16.1 In temeiul prevederilor Articolului 5, avariile sau defectiunile in orice Echipament, ca urmare

a utilizarii sau uzurii normale sau aparitiei unei defectiuni inerente sau unei defectiuni care nu a fost constatata in urma inspectiei rezonabile a Utilizatorului conform prevederilor Articolului 4 (i), pot fi reparate pe cheltuiala Aggreko si cat mai repede posibil, in acest caz Utilizatorul nu va fi obligat sa suporte costurile de la notificarea defectiunii catre Aggreko pana la finalizarea reparatiilor sau, in mod

alternatively (ii) Aggreko may replace the relevant Plant.

16.2 Any other breakdown or defect may, at Aggreko's option, either (i) be repaired at the Hirer's expense (and without prejudice to the obligation of the Hirer to pay any sums due to Aggreko under the Contract until repair is completed) or (ii) alternatively, Aggreko may replace the relevant Plant at the Hirer's cost and expense.

16.3 However notwithstanding the foregoing provisions of this Clause 16, if repair is impracticable and if replacement Plant is not available, the hiring shall be terminated and Aggreko will not have any liability whatever to the Hirer for such termination or any consequences of such breakdown, defect or termination.

16.4 Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to Aggreko and for this purpose no notification shall be effective unless and until it is actually received by Aggreko. The Hirer shall not attempt to effect repairs himself or to engage any third party to carry out any repairs except with the express written approval of Aggreko. If there are stoppages outside Aggreko's control, the Hirer shall not be relieved from its obligation to pay the Rental Charges (except to the extent that such stoppages arise as a direct result of a Force Majeure Event) and Aggreko shall not be liable for any other claims however they arise.

20. INSPECTION REPORTS

Inspection reports which Aggreko may be obliged by applicable law to possess, or a copy thereof, shall be supplied to the Hirer if requested and returned by the Hirer to Aggreko at the end of the equipment operation services.

21. CONSEQUENTIAL AND FINANCIAL LOSS

Subject to Clause 20.2, to the fullest extent permitted by applicable law, Aggreko shall not in any event be liable to the Hirer because of any representation, statement, warranty, condition or term, duty (in each case express or implied) or under any express term of the Contract for:

- (i) any special, indirect or consequential loss or damage; or
- (ii) any loss (direct or indirect) of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings or similar, suffered by the Hirer whether arising from breach of contract, arising by tort (including the tort of negligence), arising by breach of statutory duty or otherwise arising as a result of any other such fault on the part of Aggreko or its employees, servants or agents and whether or not in the contemplation of Aggreko and/or the Hirer at or prior to the commencement of the Contract or during its term.

alternativ (ii) Aggreko poate inlocui Echipamentul respectiv, la alegerea Aggreko.

- a. Orice alta defectiune sau avarie poate (i) fi reparata pe cheltuiala Utilizatorului (si fara

a aduce atingere obligatiei Utilizatorului sa achite sumele datorate catre Aggreko conform Contractului pana la finalizarea reparatiilor) sau (ii) in mod alternativ, Aggreko poate inlocui Echipamentul respectiv, pe cheltuiala Utilizatorului, la alegerea Aggreko.

- b. Insa, fara a aduce atingere prevederilor anterioare din acest Articol 16, daca reparatia nu este fezabila si daca nu este disponibil un Echipament inlocuitor si Aggreko nu va avea nicio raspundere fata de Utilizator pentru aceasta incetare sau pentru alte consecinte ale respectivei defectiuni sau incetari.
20. Orice avarie sau functionare nesatisfacatoare a oricarei parti a Echipamentului va fi comunicata fara intarziere societatii Aggreko, in acest scop, nicio notificare nu va fi valabila inainte de primirea efectiva a acesteia de catre Aggreko. Utilizatorul nu va incerca sa faca reparatii pe cont propriu sau sa angajeze vreun tert pentru efectuarea reparatiilor fara acordul explicit , in scris al Aggreko.

21. RAPOARTE DE INSPECTIE

Rapoartele de inspectie pe care Aggreko este obligat prin lege sa le detina, sau copiile acestora, vor fi puse la dispozitia Utilizatorului.

22. PIERDERI DE CONSECINTA SI FINANCIARE

In conformitate cu prevederile Articolului 20.2, in masura maxim permisa de legislatia aplicabila, Aggreko nu va fi responsabila fata de Utilizator, ca urmare a unei declaratii, garantii, conditii sau termen, datorii (in fiecare caz explicit sau implicit) sau in conformitate cu orice termen explicit din Contract, pentru:

(i) pierderi sau daune speciale, indirekte sau de consecinte; sau

(ii)pierderi (directe sau indirekte) de profit, afaceri, contracte, oportunitati, fonduri comercial, venituri, economii anticipate sau altele similare, suferite de Utilizator, indiferent daca sunt cauzate de incalcati ale contractului, in mod culpabil (inclusiv din neglijenta), incalcarea oricarei datorii statutare sau de alt fel de catre Aggreko sau de angajatii, functionarii sau reprezentantii acestei, si indiferent daca are loc la inceperea Contractului sau inainte de inceperea Contractului sau pe parcursul acestuia.

23..INFORMATION, ADVICE, ETC.

The Hirer recognises and accepts that in entering into and during the term of the Contract, Aggreko will rely on any advice, statement, representation or warranty given by the Hirer to Aggreko or its representatives, including its employees, servants or agents, including in relation to the Plant, its use (whether regarding specification, performance capability or suitability for any purpose) and location. To the fullest extent permitted by applicable law, Aggreko shall not be liable to the Hirer to the extent that any breach of contract, tort (including the tort of negligence), breach of statutory duty or other ground for liability is due to any such advice, statement, representation or warranty being incorrect, incomplete or misleading.

23..LIABILITY OF AGGREKO

23.1 Notwithstanding and without prejudice to any other terms of the Contract Aggreko shall accept liability for (subject to Clauses 18 and 21) damage, loss or injury to the Plant arising:-

- (ii) during dismantling of the Plant on Site provided such dismantling is entirely within Aggreko's control;
- (iii) after removal of the Plant from the Site where the Plant is in transit by transport arranged or owned by Aggreko.

23.2 Nothing in the Contract shall operate to exclude or limit Aggreko's liability for: (i) fraud or fraudulent misrepresentation; (ii) the gross negligence or wilful misconduct of Aggreko or its representatives, including its employees, servants or agents; (iii) the death or personal injury of any person caused by the negligence of Aggreko or its employees, servants or agents; or (iv) for any other liability which cannot be excluded by applicable law.

21. SCOPE OF DAMAGES

Subject to Clause 20.2, to the fullest extent permitted by applicable law, Aggreko's aggregate liability under or in connection with the Contract shall in no event exceed the total Rental Charges, if any, received from the Hirer by Aggreko under the Contract, and this limit shall apply however that liability arises, including, a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty.

24.. INFORMATII, RECOMANDARI, ETC.

Utilizatorul recunoaste si accepta ca incepand de la data incheierii acestui Contract si pe durata acestui Contract, Aggreko se va baza pe recomandarile, declaratiile sau garantiile date de Utilizator catre Aggreko sau reprezentantilor sai, inclusiv angajatilor, functionarilor sau reprezentantilor sai, inclusiv in legatura cu Echipamentele, utilizarea acestora (referitor la specificatiile, capacitatea sau aplicabilitatea acestuia) si amplasarea acestora. In cea mai mare masura permisa de legislatia aplicabila, Aggreko nu va fi responsabila fata de Utilizator daca incalcarea contractului, culpa (inclusiv culpa din neglijenta), incalcarea datoriei statutare sau alt motiv de raspundere este cauzat/a de o recomandare, declaratie sau garantie incorecta, incompleta sau inselatoare.

25. RASPUNDEREA AGGREKO

25.1. Fara a aduce atingere altor prevederi din Contract, Aggreko accepta (conform Articolelor 18 si 21) raspunderea pentru daune, pierderi sau prejudicii aduse Echipamentelor:

- (iii) in timpul demontarii Echipamentelor la Locul de Instalare cu conditia ca demontarea sa fie sub controlul deplin al Aggreko;
- (iv) dupa scoaterea Echipamentelor din Locul de Instalare, daca Echipamentele sunt in tranzit, transportul fiind aranjat sau platit de Aggreko.

25.2. Nicio prevedere din acest Contract nu exclude si nu limiteaza raspunderea Aggreko pentru: (i) frauda sau declaratii false; (ii) neglijenta grava sau comportamentul gresit voit al Aggreko sau al reprezentantilor sai, inclusiv angajatilor, functionarilor sau agentilor sai; (iii) decesul sau vamatarea personala a oricarei persoane cauzata de neglijenta Aggreko sau a angajatilor, functionarilor sau

reprezentantilor sai; sau (iv) pentru orice alta raspundere care nu poate fi exclusiva de legislatia aplicabila.

26. OPERATION OF THE PLANT

The Plant shall either be operated by duly qualified personnel of the Hirer or an Aggreko operator, subject to the following conditions:

- (i) The Hirer shall ensure that its personnel operate the Plant in accordance with Aggreko's operating instructions and the terms of the Contract (including, without limitation, Clause 5.1 and 5.2).
- (ii) Where an Aggreko operator is provided with the Plant, he shall work under the supervision and instructions of the Hirer or its representatives and, for the equipment operation services, the operator shall be deemed to be an employee of the Hirer, who shall be responsible for his acts and omissions (including negligent acts and omissions) as if he were in the Hirer's direct employment.
- (iii) The Hirer shall not permit any third party to operate the Plant without Aggreko's prior consent in writing.

27.. PRICE

The value of the commissioning, assembly and maintenance services of specialized equipment and machinery necessary for the supply of thermal agent at the Thermal Point no. 5 from Siriului street no. 26 Aviației neighborhood, payable to the provider by the purchaser, is 129000 lei without VAT. to which is added 24510 lei representing T.V.A. 19%, the total value becoming 153510 lei with VAT.

27.1 The duration of the contract starts from 18.01.2022 until 31.03.2022.

28.CHARGING

The Hirer shall render to Aggreko for each Week an accurate statement of the number of hours the Plant has worked each Day. Where the Plant is accompanied by an Aggreko operator, the Hirer or its representative shall sign the operator's Time Record Sheets daily or weekly and the signature of a representative of the Hirer shall bind the Hirer to accept the hours shown on the Time Record Sheets.

29.. FUNCTIONAREA ECHIPAMENTELOR

Doar personalul calificat al Utilizatorului sau un operator al Aggreko vor avea dreptul sa opereze Echipamentele, in conditiile urmatoare:

- (i) Utilizatorul se va asigura ca personalul sau foloseste Echipamentele in conformitate cu instructiunile de functionare ale Aggreko si cu prevederile Contractului (inclusiv dar fara a se limita la Articolele 5.1. si 5.2.).
- (ii) Utilizatorul nu va permite nici unei parti terce sa opereze Echipamentele fara acordul prealabil scris al Aggreko.

27.TARIF

- 27.1 Valoarea serviciilor de punere în funcțiune, montaj și întreținere echipamente specializate și utilaje necesare alimentării cu agent termic la Punctul Termic nr. 5 din str. Siriu nr. 26 cartierul Aviației, plătibilă prestatorului de către achizitor, este de 129000 lei fără T.V.A. la care se adaugă 24510 lei reprezentând T.V.A. 19%, valoarea totală devenind 153510 lei cu T.V.A.
- 27.2 Durata contractului începe din data de 18.01.2022 pana la data de 31.03.2022.
- 27.3 Toate tarifele menționate în Contract nu includ taxa pe valoare adăugată, impozitul pe vânzări sau alte taxe similare pe care Utilizatorul le va plăti separat.

28.TAXARE

Utilizatorul va trimite în fiecare Săptămâna societății Aggreko o declaratie exactă a numarului de ore de functionare a Echipamentelor pentru fiecare Zi. Dacă Echipamentele sunt insotite de un operator Aggreko, Utilizatorul sau reprezentantul acestuia vor semna zilnic sau săptămânal Fisele de Pontaj ale operatorului și semnatura unui reprezentant al Utilizatorului îl va obliga pe Utilizator să accepte orele menționate pe Fisele de Pontaj.

30. INSURANCE AND ACCIDENTS

- 30.1 Unless otherwise agreed in writing with Aggreko, the Hirer shall be responsible at its own expense for insuring the Plant and itself against all and any risks in respect of the Plant, including for the avoidance of doubt, theft, malicious and accidental damage, fire, flood any risks arising from the presence or operation on or at the Site of, the Plant (including, without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Plant). Such insurance shall be maintained from the time when the Plant is delivered to the Site until the Plant is subsequently uplifted from the Site and shall additionally cover transport where this is the responsibility of the Hirer. Any insurance monies recovered by the Hirer in respect of such risks shall, to the extent deemed necessary by Aggreko, be applied as directed by Aggreko.
- 30.2 Evidence of the Hirer's insurance shall be supplied by the Hirer to Aggreko forthwith on request by Aggreko.
- 30.3 If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to Aggreko by telephone and confirmed in writing and no admission, offer, promise of payment or indemnity shall be made by the Hirer without Aggreko's consent in writing.

31..CHANGE OF SITE

The Plant shall not be moved from the Site without the prior written consent of Aggreko.

30. ASIGURARE SI ACCIDENTE

30.1 Daca nu este altfel convenit in scris cu Aggreko, Utilizatorul va fi responsabil, pe propria cheltuiala, de asigurarea Echipamentelor impotriva tuturor riscurilor legate de Echipamente, inclusiv pentru evitarea tuturor dubiilor, impotriva furtului, daunelor rauvoitoare si accidentale, incendiilor, inundatiilor, oricaror riscuri care apar ca urmare a prezentei sau utilizarii Echipamentelor la Locul de Instalare (inclusiv dar fara a aduce atingere caracterului general al acestora, raspunderile legale fata de terti ca urmare a utilizarii Echipamentelor). Aceasta asigurare va fi valabila din momentul in care Echipamentele sunt livrate la Locul de Instalare pana la ridicarea ulterioara a Echipamentelor de la Locul de Instalare si va acoperi si transportul daca acesta se afla in sarcina Utilizatorului. Toate incasarile din asigurari recuperate de Utilizator pentru aceste riscuri se vor folosi, in masura considerata necesara de Aggreko, conform instructiunilor Aggreko.

30.2 Dovada asigurarii incheiate de Utilizator va fi pusa la dispozitia Aggreko de catre Utilizator, la cererea Aggreko.

30.3 Daca Echipamentele sunt implicate intr-un accident in urma caruia persoane sau proprietati au suferit daune, Aggreko va fi informata imediat prin telefon si cu confirmare scrisa si Utilizatorul nu va face nicio aprobatie, oferta, promisiune de plata sau de despagubire fara acordul scris al Aggreko.

31. SCHIMBAREA LOCULUI DE INSTALARE

Echipamentele nu pot fi mutate de la Locul de Instalare fara acordul prealabil scris al Aggreko.

32. FORCE MAJEURE

Aggreko shall not be in breach of the Contract nor liable for, nor for any direct or indirect consequence of, any failure or delay in performance of any obligations under the Contract (and the time for performance of the obligations shall be extended accordingly) arising from or attributable to any external circumstance, act, event, omission or accident which is unpredictable, completely insuperable and unavoidable (a "**Force Majeure Event**"), including but not limited to any of the following: strike, lock-out, riot, civil commotion, insurrections, terrorism or suspected terrorism, threat of terrorism, act of war (whether or not officially declared) or civil war, war-like action, related act of any Parliament, government, agency or department (whether local or national), natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption or any other circumstances beyond the reasonable control of Aggreko.

33. PAYMENT TERMS

Unless otherwise agreed by the parties in writing, invoices are due for payment in full within 30 Days of their date.

34. DEFAULT AND TERMINATION

34.1 Notwithstanding any other termination related provisions herein, the Contract may be terminated in one of the following situations:

- (i) the Hirer fails to make punctual payment of any sums due to Aggreko, whether for equipment operation services of Plant under the Contract or otherwise; or
- (ii) the Hirer shall fail to observe and perform any of the terms and conditions of the Contract; or
- (iii) the Hirer shall do or cause to be done or permit or suffer any act or thing whereby Aggreko's rights in the Plant during the term of the Contract, may be prejudiced or put into jeopardy; or then Aggreko may terminate the Contract with immediate effect by

serving written notice of termination on the Hirer (and notwithstanding that Aggreko may have waived some previous default or matter of the same or a like nature or failed to serve a termination notice at a time when it was entitled to do so).

35. RESPECTAREA LEGII

Utilizatorul se angajeaza sa respecte si sa actioneze in conformitate cu, toate legile aplicabile, regulamentele interne si reglementarile aplicabile si inerente instalarii, utilizarii si exploatarii Centralei.

32. FORTA MAJORA

Nu se va considera ca Aggreko a incalcat Contract si aceasta nu va fi responsabila pentru consecinte directe sau indirecte ale neindeplinirii obligatiilor sau intarzierii indeplinirii obligatiilor prevazute in Contract (iar termenul de indeplinire a obligatiilor se va prelungi in mod corespunzator) cauzate de sau atribuibile unor, circumstante, actiuni, evenimente, omiteri sau accidente externe care sunt imprevizibile, insurmontabile si inevitabile („**Eveniment de Forta Majora**”), inclusiv dar fara a se limita la oricare dintre urmatoarele: greva, greva patronala, revolta, tulburare civila, insurectii, terorism sau suspiciune de terorism, amenintare terorista, acte de razboi (declarat sau nu) sau razboi civil, actiuni similare razboiului, actiuni similare ale oricarui Parlament, guvern, agentie sau departament (local sau national), dezastre naturale, incendii, inundatii, furtuni, vijelii, cutremure, eruptii vulcanice sau orice alte imprejurari aflate in afara controlului rezonabil al Aggreko.

33. TERMENI DE PLATA

Daca nu este altfel convenit in scris de catre parti, facturile vor deveni scadente in 30 de Zile de la data eliberarii acestora.

34. NERESPECTARE SI REZILIERE

34.1 Fara a aduce atingere altor prevederi legate de incetare din acest Contract, Contractul se poate rezilia in oricare dintre situatiile urmatoare:

34.2 Utilizatorul nu respecta si nu indeplineste termenii si conditiile Contractului; sau

34.3 Utilizatorul face sau cauzeaza sau permite sau sufera orice actiune sau lucru in urma careia/caruia drepturile Aggreko in Echipamente sunt prejudicate sau amenintate pe durata Contractului; sau atunci Aggreko are dreptul sa rezilieze Contractul cu efect imediat prin trimiterea unei notificari scrise de reziliere Utilizatorului (si fara a aduce atingere cazului in care Aggreko a renuntat la neindeplinirea precedenta sau orice chestiune similara sau nu a trimis notificarea de reziliere la timp).

- (iii) a Force Majeure Event shall have affected the Plant and/or the performance of all or any part of Aggreko's services under the Contract for a continuous period of 14 Days,
 - a.In the case where the equipment operation services exceeds the agreed period of equipment operation services specified in the Proposal, the Contract may be

terminated by Aggreko on giving not less than five Working Day's written notice to the Hirer.

- b. In the event that the Hirer fails to return the Plant in accordance with Clause 7, it shall thereupon be lawful for Aggreko to retake possession of the Plant and for that purpose enter into or upon any premises where the same may be.
- c. The termination of the Contract shall not affect any of Aggreko's accrued rights and/or obligations at the date of termination (including, without limitation, the right of Aggreko to recover from the Hirer any monies due to Aggreko under the Contract or damages for breach thereof).
- d. Aggreko's rights to terminate the Contract for the Hirer's failure to observe its obligations under the Contract shall be enforceable notwithstanding that Aggreko may itself be in breach of the Contract.

35. MISCELLANEOUS

- a. If any provision of the Contract is rendered void by legislation or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall not thereby be altered and shall remain in full force and effect.
 - b. Any waiver, indulgence or forbearance by Aggreko of any of the terms or rights contained herein shall not affect the enforceability of such terms or rights.
 - c. Every payment payable by the Hirer under the Contract shall be made in full without any set off or counterclaim howsoever arising and shall be free and clear of, and without deduction of, or withholding for or on account of, any amount which is due and payable to Aggreko.
 - d. Each and all the terms and conditions/clauses of the Contract have been negotiated and explained individually and collectively by the Parties and expressly agreed by each Party as correct and reasonable.
 - e. apare un Eveniment de Forta Majora care afecteaza Echipamentele si/sau executia oricaror servicii de catre Aggreko conform Contractului care dureaza mai mult de 14 Zile,
 - f. In cazul in care Utilizatorul nu inapoiaza Echipamentele conform prevederilor Articolului 7, Aggreko are dreptul sa reia in posesie Echipamentele si, in acest scop, sa patrunda in locul in care acestea se afla.
36. Incetarea Contractului nu va afecta niciun drept si/sau nicio obligatie acumulata de Aggreko la data incetarii (inclusiv dar fara a se limita la dreptul Aggreko sa recupereze de la Utilizator sumele de bani datorate catre Aggreko conform Contractului sau despagubirile pentru incalcarea acestuia).
37. Drepturile Aggreko sa rezilieze Contractul in cazul in care Utilizatorul nu isi indeplineste obligatiile prevazute in Contract se vor aplica fara a aduce atingere situatia in care Aggreko se afla la randul ei intr-o situatie de incalcare a Contractului.

38. .DIVERSE

- a.Daca orice prevedere a Contractului este nula conform legislatiei sau este declarata nula printr-un decret sau ordin judecatoresc sau este sau devine ilegală, nevalabila sau neaplicabila in orice privinta conform legilor din orice jurisdicție, celelalte prevederi vor fi separate si nu vor fi modificate si vor ramane in vigoare si vor produce efecte depline.
- b. Orice renuntare, indulgenta sau abtinere din partea Aggreko a oricărora termeni sau drepturi prevazute în Contract nu va afecta aplicabilitatea termenilor sau drepturilor respective.
- c.Fiecare plată datorată de Utilizator în baza Contractului se va face integral fără nicio compensare sau contra- compensare indiferent de natura acesteia și nu va include deduceri sau retineri pentru sume datorate sau exigibile către Aggreko.
- d. Fiecare termen și condiție/articol din Contract a fost negociat/a și explicitat/a separat și împreună de către Parti și a fost acceptat/a în mod explicit de fiecare Parte ca fiind corecta și rezonabilă.
- e.These Conditions are drafted in the English language. If these Conditions are translated into any other language, the English language text shall prevail.

37..INDEMNITIES

- a) Subject to Clause 34.3, the Hirer shall be solely responsible for and shall hold Aggreko fully indemnified against any loss or damage arising to or in connection with the Plant or as a result of the use or situation of the Plant or from any failure on the part of the Hirer to return any of the Plant timeously at the termination of the Contract or agreed period of equipment operation services (howsoever caused). The Hirer shall fully and completely indemnify Aggreko in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with the use or situation of the Plant and in respect of all costs and charges in connection therewith whether arising under statute or law.
- b) Subject to Clause 34.3, in addition to and without prejudice to the provisions of Clause 34.1 the Hirer shall also indemnify and hold harmless Aggreko from and against any and all costs, fines, penalties, damages, assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws, rules or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Plant.
- c) The indemnities contained in Clauses 34.1 and 34.2 shall not apply to the extent that the loss, damage or injury arises from any fraud or negligence on the part of Aggreko or its employees, servants or agents.

38.WARRANTIES

- a) Aggreko warrants that the Plant shall be free from any defects in design, workmanship and material which would affect the proper and safe operation of the Plant. The only

remedy for a breach of such warranty by Aggreko shall be the repair or replacement of such Plant in accordance with the provisions of Clause 16, provided that such warranty and obligation to remedy will not apply where any defect in the Plant has arisen from any drawing, design or specification supplied by the Hirer, wilful damage, negligence, abnormal working conditions, failure to follow Aggreko's instructions, misuse or alteration or repair of the Plant without Aggreko's prior written approval or breach of any of the terms of the Contract by the Hirer.

- b) Save as explicitly set out in these Conditions or any other document forming part of the Contract, Aggreko makes no representations and gives no warranties - statutory, implied or other - either as to the Plant itself, or as to the quality and condition of the Plant, or as to its suitability for any particular or general purpose.
- f. Aceste Conditii au fost redactate in limba engleza. Daca aceste Conditii sunt traduse intr-o alta limba, textul in limba engleza va prevale.

39. DESPAGUBIRI

- a. In conformitate cu Clauza 34.3., Utilizatorul va fi unicul responsabil si o va absolvi pe Aggreko de orice raspundere pentru pierderi sau daune care apar in Echipamente sau in legatura cu acestea sau ca urmare a utilizarii acestora sau starii Echipamentelor sau ca urmare a nereturnarii la timpul cuvenit a Echipamentelor de catre Utilizator la incetarea Contractului). Utilizatorul o va despagubi integral si complet pe Aggreko de revendicarile oricarei persoane pentru prejudicii aduse persoanelor sau proprietatilor ca urmare a utilizarii Echipamentelor sau starii acestora si pentru toate costurile si cheltuielile legate de acestea indiferent daca acestea deriva din statut sau din lege.
- b. In conformitate cu Clauza 34.3, pe langa prevederile Articolului 34.1. si fara a aduce atingere acestora, Utilizatorul o va despagubi si absolvii de orice raspundere pe Aggreko de toate costurile, amenzile, penalitatile, daunele, evaluarile si/sau cheltuielile, percepute, evaluate, suportate sau atribuite ca urmare a incalcarii oricarei legi, reguli sau reglementari de mediu in legatura cu evacuarea, eliberarea si/sau eliminarea oricaror materiale periculoase sau substante periculoase in cursul exploatarii, utilizarii, manevrarii sau transportarii Echipamentelor.
- c. Despagubirile prevazute in Articolele 34.1. si 34.2. nu se vor aplica daca pierderea, dauna sau prejudiciul este cauzata de o frauda sau de o neglijenta din partea Aggreko sau a angajatilor, functionarilor sau reprezentantilor acestiei.

40.GARANTII

- a. Aggreko garanteaza ca Echipamentele nu prezinta defecte de proiectare, manopera si materiale care pot afecta functionarea corecta si sigura a Echipamentelor. Singurul remeidiu in cazul incalcarii acestei garantii de catre Aggreko va fi repararea sau inlocuirea Echipamentelor respective in conformitate cu prevederile Articolului 16, cu conditia ca aceasta garantie si obligatie de remediere sa nu se aplice daca defectul a aparut ca urmare a unui desen, plan sau specificatii furnizate de Utilizator, daunei intentionate, neglijente, conditiilor de lucru necorespunzatoare, nerespectarii instructiunilor Aggreko, utilizarii gresite sau modificarii sau repararii Echipamentelor fara acordul prealabil scris al Aggreko sau prin incalcarea oricaror prevederi contractuale de catre Utilizator.

- a. Cu exceptia prevederilor explicite din aceste Conditii sau din orice alt document care face parte din Contract, Aggreko nu face nicio declaratie si nu ofera nicio garantie – statutara, implicita sau de alt fel - in ceea ce priveste Echipamentele sau calitatea

41.CONFIDENTIALITY

- a. All information obtained by one party concerning the operations of the other shall be confidential and shall not be divulged to third parties either during the period of this Contract or any time thereafter. Each party shall take the strictest possible steps to enforce this Clause and the aggrieved party has the right to take whatever action at law it deems necessary, including the immediate termination of this Contract, should any breach of this Clause come to its attention.
- b. For the avoidance of doubt, Clause 36.1 shall apply in particular to any drawings, specifications and other documents to which Aggreko has granted the Hirer access.

42. TRANSFER

Unless otherwise provided by applicable law, the Hirer shall not assign, novate or otherwise transfer the Contract or any part of it or any benefit or interest in or under it without the previous written agreement of Aggreko which will only be given in exceptional circumstances and shall notwithstanding the foregoing be in the absolute discretion of Aggreko.

43.GOVERNING LAW

- a. The validity, interpretation and performance of the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Romania.

- b. Any dispute or claim arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania the rules of which are deemed to be incorporated by reference into this Clause.

41.CONFIDENTIALITATE

- a. Toate informatiile obtinute de oricare dintre parti privind operatiunile celeilalte vor fi confidentiale si nu se vor divulga tertilor atat pe durata acestui Contract cat si dupa incetarea acestuia. Fiecare parte va depune toate eforturile sa puna in aplicare acest Articol iar partea prejudiciata are dreptul sa ia orice masura legala pe care o considera necesara, inclusiv rezilierea imediata a Contractului, daca afla de incalcarea acestui Articol.
- b. Pentru evitarea oricror dubii, Articolul 36.1. se aplica in special desenelor, specificatiilor si altor documente puse la dispozitia Utilizatorului de catre Aggreko.

42.TRANSFER

Daca nu este altfel prevazut in legislatia aplicabila, Utilizatorul nu va cessiona, noua sau transfera altfel Contractului si nicio parte din acesta si niciun beneficiu sau interes in acesta sau in temeiul acestuia, fara acordul prealabil scris al Aggreko care se va acorda doar in situatii exceptionale si, fara a aduce atingere prevederilor anterioare, va fi la alegerea unica a Aggreko.

43.LEGISLATIA APPLICABILA

- a. Validitatea, interpretarea si derularea Contractului si oricarei dispute sau revendicari care apare din sau in legatura cu acesta sau cu obiectul sau structura acestuia (inclusiv disputele sau cererile necontractuale) vor fi guvernate de legislatia Romaniei si interpretate in conformitate cu aceasta.
- b. Orice disputa sau revendicare care apare din sau in legatura cu Contractul, inclusiv orice intrebare privind existenta, validitatea sau incetarea, se va supune arbitrariei in cadrul Curtii de Arbitrare Comerciala Internationala de pe langa Camera de Comert si Industrie a Romaniei si va fi solutionata de aceasta, regulamentul acesteia fiind considerat integrat prin referinta in acest Articol.

ACHIZITOR,

SECURITATEA MUNICIULUI BUCURESTI
PRESUPORTATORUL
Clădirea Armand



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Şef Serviciu,
Raluca ROGOZ



PRESTATOR,

SC AGGREKO SOUTH EAST EUROPE SRL

Manager General

Adrian Dinu

