**CONTRACT DE EXECUTIE**

**Nr. {{no\_registration}}/{{date}}**

**1.Contracting Parties**

**SMART KEYCHRONES SOLUTIONS S.R.L., with registered office in Bucharest, Sector 3, Blvd.Burebista no.2, registered at the Trade Register Office under no. , CUI, Tel: , IBAN code ROXX XXXX XXXX XXXX XXXX XXXX opened at BANK, represented by Administrator – MOLDOVAN Cristian Petre, as Executor, on the other hand**

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**{{company\_name}}, represented by Administrator – {{administrator\_name}} , as Beneficiary on the one hand,**

**2. Object and price of the contract**

**2.1 The Contractor undertakes to carry out construction works for the objective, {{objective\_name}}, within the agreed period and in accordance with the obligations assumed by this contract and the requirements of the Beneficiary, as well as to remedy the non-conformities/defects that have arisen during the period of the performance guarantee.**

**2.2 The Beneficiary undertakes to pay the Contractor the price for fulfilling the object of this contract according to the prices established in point 2.4.**

**2.3 The contract price is firm and will be paid based on the work reports prepared by the Contractor and confirmed by the Beneficiary's representative.**

**2.4 The value of the contract is {{contract\_value}} to which VAT will be added.**

**The price includes:**

**- {{price\_include}};**

**3. Duration of the contract**

**This contract shall enter into force on the date of signing and receipt of the start order.**

**4. The term for completion of the object of the contract is {{contract\_duration}} working days.**

**4.1 This contract shall take effect from the date of its signing by both parties and until the final acceptance by the Beneficiary.**

**5. Execution of the contract**

**5.1 Execution of the contract shall begin upon its signing and receipt of the advance payment in accordance with point 11.**

**5.2 The parties undertake to designate the persons authorized to carry out this contract, specifying the entrusted competencies;**

**6. Obligations and rights of the Executor**

6.1 The Contractor undertakes to execute and complete the works within the agreed period and in accordance with the obligations established by this contract and the requirements of the Beneficiary, as well as to remedy them both during the execution period and during the warranty period, in accordance with the obligations assumed by this contract supplemented by those in the documentation made available by the Beneficiary.

6.2 The Contractor is obliged to supervise the works, to provide the workforce, materials, installations, equipment and all other objects, whether of a temporary or definitive nature required by and for the contract, in accordance with the obligations assumed by this contract. The Contractor is obliged to promptly notify the Beneficiary of all errors, omissions, defects or the like discovered by him in the technical project during the performance of the contract.

6.3 The Contractor is liable, according to its obligations, for the works performed for a period of 1 year from the reception to the completion of the works - without objections between the Beneficiary and the final Beneficiary and until the final reception - without objections between the Beneficiary and the final Beneficiary.

7. Obligations and rights of the Beneficiary

7.1 The Beneficiary undertakes to pay the Contractor the price of the works actually performed, according to point 2.4.

8. Sanctions for culpable failure to fulfill obligations

8.1 If, due to its exclusive fault, the Contractor does not fulfill any of the obligations assumed under this contract, then the Beneficiary is entitled to deduct from the contract price, as penalties, an amount equivalent to a rate of 0.01% of the value related to the unexecuted part of the contract for each day of delay.

8.2 If the Beneficiary does not honor the invoices within 10 days of the expiration of the agreed period, then he is obliged to pay, as penalties, an amount equivalent to a rate of 0.01% per day of the unpaid payment, calculated from the due date of the obligation to be fulfilled when the beneficiary is legally in delay.

8.3 Failure to comply with the obligations assumed under this contract by one of the parties, culpably, gives the injured party the right to consider the contract terminated by law / to request the termination of the contract and to claim the payment of damages.

8.4 The Beneficiary reserves the right to unilaterally terminate the contract, by a written notification addressed to the executor, if the latter goes bankrupt. In this case, the executor has the right to claim only the corresponding payment for the part of the contract fulfilled up to the date of unilateral termination of the contract.

9. Completion of works

9.1 The reception committee is obliged to ascertain the status of the contract fulfillment by correlating its provisions with the execution documentation and with the regulations in force. Depending on the findings made, the Beneficiary has the right to approve or reject the reception.

9.2 The Contractor undertakes to participate together with the Beneficiary in the handover of the works executed by him under this contract to the final Beneficiary, both at the reception upon completion of the works and at the final reception.

10. Warranty period granted to the works

10.1 The warranty period is 12 months and runs from the date of signing the reception report upon completion of the works between the Beneficiary and the final Beneficiary and until the signing of the final reception report - without objections between the Beneficiary and the final Beneficiary.

The Contractor undertakes to participate together with the Beneficiary in the handover of the works performed by him under this contract to the final Beneficiary, both at the reception upon completion of the works and at the final reception.

**11. Payment methods**

**Payment to the Provider will be made in installments, based on the invoice in two installments as follows:**

**11.1. Advance {{advance\_payment\_percentage}} of the total value of the contract, based on the tax invoice, with payment of the tax invoice up to date.**

**11.2. Remainder {{left\_payment\_percentage}}, based on the tax invoice, with payment of the tax invoice up to date, after signing the handover-receipt report.**

**12. Force Majeure**

**12.1 Force Majeure is established by a competent authority.**

**12.2 Force Majeure shall exempt the contracting parties from fulfilling the obligations assumed by this contract, for the entire period in which it is in effect.**

**12.3. The performance of the contract shall be suspended during the period of force majeure, but without prejudice to the rights that were due to the parties prior to its occurrence**

**12.4 The contracting party invoking force majeure shall be obliged to notify the other party, immediately and completely, of its occurrence and to take any measures at its disposal, in order to limit the consequences.**

**12.5 If force majeure occurs or is expected to occur for a period exceeding 6 months, each party shall have the right to notify the other party of the automatic termination of this contract, without any of the parties being able to claim damages from the other.**

**13. Amendments**

**13.1 The contracting parties have the right, during the performance of the contract, to agree to amend the clauses of the contract by addendum only in the event of the occurrence of circumstances that harm their legitimate commercial interests and which could not have been foreseen at the date of conclusion of the contract and will be proven by a substantiation note appropriated by the legal representative of the party invoking them and accepted by the contracting authority.**

**14. Termination and termination of the contract**

**14.1. - Failure to comply with the obligations assumed by this contract by one of the parties gives the injured party the right to request the termination of the contract for the execution of the work and to claim the payment of damages.**

**14.2- Termination occurs by right, without the intervention of the court, in accordance with the provisions of art.17.1. of the contract.**

**14.3. - The beneficiary reserves the right to unilaterally terminate this execution contract within 30 days of the occurrence of circumstances that could not have been foreseen at the date of conclusion of the contract and which lead to the modification of the contractual clauses in such a way that its fulfillment would be contrary to the public interest.**

**14.4. - Termination also occurs if one of the parties is subject to judicial reorganization measures, bankruptcy or special supervision under the terms of the bankruptcy law.**

**14.5. - In the cases provided for in clauses 17.1., 17.3. and 17.4., the contractor has the right to claim only the corresponding payment for the part of the contract fulfilled until the date of unilateral termination of the contract.**

**14.6. - The contract terminates in the following situations:**

**a) at the end of its performance period;**

**b) by mutual consent of the parties;**

**c) in the event of a force majeure event established and invoked in accordance with art. 15 of the contract.**

**17. Dispute Resolution**

**17.1 The Beneficiary and the Contractor shall make every effort to resolve amicably, through direct negotiations, any disagreement or dispute that may arise between them within or in connection with the performance of the contract.**

**17.2 If, after 15 days from the start of these negotiations, the Beneficiary and the Contractor fail to resolve amicably a contractual divergence, each may request that the dispute be resolved by the courts of Bucharest.**

**18. Governing Language of the Contract**

**18.1. The governing language of the contract is Romanian.**

**19. Communications**

**19.1 - (1) Any communication between the parties regarding the performance of this contract must be sent in writing.**

**(2) Any written document must be registered both at the time of transmission and at the time of receipt.**

**19.2 - Communications between the parties may also be made by telephone, fax or e-mail, provided that receipt of the communication is confirmed in writing.**

**20. Law applicable to the contract**

**20.1 The contract shall be interpreted in accordance with the laws of Romania.**

**Executor, Beneficiar**

**SMART KEYCHRONES S.R.L. {{company\_name}}**

**Administrator, Administrator,**

**MOLDOVAN CRISTIAN PETRE {{administrator\_name}}**