

5. FORCE MAJEURE

5.1. The parties hereto shall not be exempt from the obligations undertaken hereunder except in force major circumstances such as natural disasters, wars, nationwide strikes, heavy industrial accidents, government bans or limitations and/or limitations of administrative or legislative nature conditions adverse to TBOT or the technical or technological regulations or requirements for the qualitative execution of separate assignments.

5.2. The party hereto which shall evoke the force major clause shall be under obligation to notify the respective counter party hereto as regards the occurrence of the force majeure event no later than 5 days as from the latter date of occurrence and shall, where possible, draw a bilateral protocol.

5.3. In the event of force major circumstances the term of the Contract herewith shall be extended by the number of days for which the force major event has lasted.

6. SANCTIONS UPON DEFAULT OR TERMINATION OF CONTRACTUAL OBLIGATIONS

6.1. Upon delay of the performance of the contractual obligations undertaken hereunder the breaching party shall be liable to pay an indemnification amounting to 15% of the total amount under the Contract herewith.

6.2. Any and all disputes as may arise in connection with the execution of the Contract herewith shall be resolved through mutual negotiations.

6.3. In the event of failure to reach an agreement through negotiations – disputes shall be resolved, in compliance with current applicable provisions through referral to a court of justice.

6.4. Upon systematic default of contractual obligations undertaken hereunder the good party shall have the right to terminate the Contract herewith.

6.5. In the event contractual default has been effected by objective obstacles and the Contract herewith has been terminated prior to the date of date of expiration by mutual agreement the parties hereto shall be liable to reimburse only the actual expenses incurred.

BUYER: NIKOLETA IUGULESCU

