



## LICENSING CONVENTION

No. .... / .....

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### 1 The Contracting Parties

Registrul Auto Român-Organismul de Certificare Produse (RAR-OCP – Romanian Automotive Register-Products Certification Body), having its registered office in Calea Griviței no. 391A, sector 1, Bucharest, having the account no. RO78BRDE410SV19834754100 open with BRD Bucharest, Calderon Branch, fiscal code RO 1590236, represented by ....., Executive Manager of RAR-OCP, in its capacity of product conformity *certification body*

and ..... having its registered office in ..... having the account no. .... open with ....., fiscal code RO ..... represented by ....., in its capacity of certification APPLICANT, concluded the following

### CONVENTION

### 2 The Scope of the Convention

The scope of the convention is constituted by the licensing of the partitioning and packing activity of the product/product group ....., type ....., made by ....., brand ....., license holder ....., number of the certificate of conformity ....., in the premises of .....

This convention does not refer to activities of supervision of the license holder, which will be subject to a subsequent convention.

### 3 The Performance of the Licensing Activities

The activities accruing to the licensing process are performed according to the procedure “Packer licensing”, code AA-00, which was made available to the APPLICANT.


### 4 The Obligations of the Parties

#### 4.1 RAR-OCP is bound:

- to perform the activities accruing to the licensing process according to the procedure “Packer licensing”, code AA-00;
- to keep the confidentiality in relation to other economic agents on the information stated by the applicant as protected, obtained during the licensing process, concerning the product and the APPLICANT;
- to inform the APPLICANT on the assessments to which the product samples will be subject;
- to send to the APPLICANT the expense estimates afferent to the licensing activity stages;

#### 4.2 The APPLICANT is bound:

- to allow the access of the RAR-OCP representatives to all the documents concerning the respective activity;
- to allow the access of the RAR-OCP representatives in all the premises where the activities for which the licensing is requested are performed;
- to allow the RAR-OCP representative to take samples, at random, from the end of the packing flow, from the stock of products prepared for delivery, from the warehouse or from the market;
- to insure, upon the RAR-OCP request, the transport of the taken samples;
- not to make any reference to the license before its official granting;
- to pay, in advance, the taxes/expense estimates sent by RAR-OCP for the licensing activity stages;

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- to pay, before the termination of the licensing process, the additional taxes/estimates for the supplementary activities performed for reasons due to the applicant or as a result of the price and tariff evolution;
- to bear the accommodation expenses for the licensing process activities which require the RAR-OCP representatives to travel in Romania;
- to bear the accommodation and transport expenses for the activities of the licensing process which require the RAR-OCP representatives to travel abroad.

### 5 Final provisions

The convention can be amended by addendum or terminated upon the agreement of both parties.

The convention can be terminated unilaterally by R.A.R.-OCP, without the intervention of the courts of law and without sending any notification, upon the APPLICANT's failure to meet the undertaken obligations.

The convention partners are liable for their own errors, and they can be forced to pay damages in the case of failure to meet the convention obligations.

The convention termination can be made and the applicable damages are rightfully payable if the convention clauses under chapter **The obligations of the Parties** are breached.

The litigations will be settled amicably. Otherwise, the courts of law at the registered office of the product conformity certification body will be competent to settle the case based on the RAR-OCP procedures for dealing with the claims and contestations.

This convention is valid until the termination of the licensing process.

This convention was prepared in two counterparts, out of which one counterpart with the RAR-OCP and one counterpart with the APPLICANT, both of them having the value of originals.

Signatures

For RAR-OCP  
Executive Manager of RAR-OCP

For the APPLICANT

Designated person