

## REGULATION

### FOR ORGANIZATION, OPERATION, DEVELOPMENT, AND TENNANT SELECTION CRITERIA FOR THE INDUSTRIAL PARK "VGP PARK Ghiroda"

#### 1. RECITALS

- 1.1. The Industrial Park "VGP PARK GHIRODA" has a total area of 5.68 ha and it is a private property, dedicated to economic activities, industrial production and services, technology, and logistics development in a regime of specific facilities, to exploit the area potential of material and human resources (the "**Industrial Park**").
- 1.2. The Industrial Park is positioned at the intersection of GHIRODA's ring road, the location having easy access to and from the motorway connecting the international airport and the city to the European route.
- 1.3. The Industrial Park has the entire utilities infrastructure necessary for the achievement and operation of investments.
- 1.4. The title of Industrial Park has been obtained under Order no. 475 dated 29 March 2022 of the Ministry of Public Works, Development and Administration pursuant to the provisions of Law no. 186/2013 on the establishment and operation of industrial parks (the "**Law no. 186/2013**").
- 1.5. This regulation (the "**Regulation**") provides the principles and rules of organization, operation and development of the Industrial Park, observing the legal provisions and the rights and duties of both the Manager and its Residents.
- 1.6. Compliance with this Regulation is mandatory for all Residents, according to the legal provisions in force.

#### 2. DEFINITIONS

- 2.1. In this Regulation, the terms and phrases below have the following meanings:

"**Common infrastructure**" means an integral part of the Industrial Park infrastructure consisting of the parts for

## REGULAMENT

### PENTRU ORGANIZAREA, FUNCTIONAREA, DEZVOLTAREA SI SELECTIA REZIDENTILOR PARCULUI INDUSTRIAL "VGP PARK Ghiroda"

#### 1. PREAMBUL

- 1.1. Parcul industrial "VGP Park GHIRODA" are o suprafata totala de 5.68 ha si este o proprietate privata, dedicata activitatilor economice, productiei si serviciilor industriale, dezvoltarii tehnologiei si logisticii sub un regim de facilitati specifice, in scopul exploatarei potentialului de resurse materiale si umane din zona („**Parcul industrial**").
- 1.2. Parcul industrial este pozitionat la intersectia soselei de centura a orasului GHIRODA, locatia avand acces usor la si de la autostrada care leaga aeroportul international si orasul de drumul european.
- 1.3. Parcul industrial beneficiaza de toate utilitatile necesare realizarii si functionarii investitiei.
- 1.4. Statutul de Parc industrial a fost obtinut prin Ordinul nr. 475 din 29 martie 2022 emis de Ministrul Lucrarilor Publice, Dezvoltarii si Administratiei, in temeiul dispozitiilor Legii nr. 186/2013 privind infiintarea si functionarea parcurilor industriale („**Legea 186/2013**").
- 1.5. Prezentul regulament („**Regulamentul**") stabileste principiile si regulile organizarii, functionarii si dezvoltarii Parcului industrial, cu respectarea prevederilor legale si drepturile si obligatiile Administratorului si Rezidentilor.

- 1.6. Respectarea prezentului Regulament este obligatorie pentru toti Rezidentii, conform prevederilor legale in vigoare.

#### 2. DEFINITII

- 2.1. In prezentul Regulament, termenii si expresiile de mai jos au urmatorul inteles:

„**Infrastructura comuna**" inseamna parte integranta din infrastructura Parcului industrial, ce consta in partile destinate

common use by all residents of the Industrial Park of the buildings, facilities/plants, parts of the power supply systems, telecommunications networks, gas supply networks, water supply networks, sewerage networks, and the transport routes of any kind built on the land of the Industrial park, parking and internet services;

**“Exclusive infrastructure”** means an integral part of the Industrial Park infrastructure consisting of buildings, facilities/plants, parts of electric power supply systems, telecommunication networks, gas supply networks, water supply networks, sewerage network related to the existing units in the Industrial Park;

**“Individual maintenance expenses”** means the amounts monthly owed to the Manager by the Resident under the Management Agreement, representing the equivalent of monthly expenses incurred by the Manager for the works and services of maintenance, repairs and/or upgrades agreed upon, where appropriate, to the Exclusive infrastructure, calculated and charged by the Manager;

**“Industrial park infrastructure”** means all the construction, facilities/plants, power supply systems, telecommunication networks, gas supply networks, water supply networks, sewerage networks, transport routes, roads built on the land inside the Industrial park area, parking and internet services;

**“Joint maintenance expenses”** means the amounts owed monthly to the Manager by all the Industrial park residents, under the management and related services contract, or under the law, as the case may be, representing the proportionate quota of the costs incurred monthly by the Manager with the maintenance, repair and/or modernization works and services, where appropriate, to the common infrastructure, calculated and charged by the Manager;

folosintei comune de catre toti rezidentii Parcului industrial a constructiilor, instalatiilor, partilor componente din sistemele de alimentare cu energie electrica, retele de telecomunicatii, retelele de alimentare cu gaze, retelele de alimentare cu apa, retelele de canalizare, precum si caile de transport de orice fel edificate pe terenul aferent Parcului industrial, parcuri si servicii de internet;

**„Infrastructura exclusiva”** inseamna parte integrantă din infrastructura Parcului industrial ce consta din constructiile, instalatiile, partile componente din sistemele de alimentare cu energie electrica, retelele de telecomunicatii, retelele de alimentare cu gaze, retelele de alimentare cu apa, retelele de canalizare aferente unitatilor existente in cadrul Parcului industrial;

**“Cheltuieli de mentenanta individuale”** inseamna sumele de bani datorate Administratorului de catre Rezident, lunar, in baza Contractului de Administrare, reprezentand contravaloarea cheltuielilor efectuate lunar de catre Administrator cu lucrarile si serviciile de mentenanta, reparatii si/sau modernizari convenite, dupa caz, asupra Infrastructurii exclusive, calculate si facturate de catre Administrator;

**„Infrastructura Parcului industrial”** inseamna ansamblul de constructii, instalatii, sisteme de alimentare cu energie electrica, retele de telecomunicatii, retele de alimentare cu gaze, retele de alimentare cu apa, retele de canalizare, cai de transport, drumuri edificate pe terenul din perimetrul Parcului industrial, parcuri si retele de internet;

**“Cheltuieli de mentenanta comune”** inseamna sumele de bani datorate Administratorului, de catre toti rezidentii Parcului industrial, lunar, in baza contractului de administrare si prestari de servicii conexe ori, in temeiul legii, dupa caz, reprezentand contravaloarea cotei-parti proportionale din cheltuielile efectuate lunar de catre Administrator cu lucrarile si serviciile de mentenanta, reparatii si/sau modernizari, dupa caz, asupra infrastructurii comune, calculate si facturate de catre Administrator;

**"Lease Agreement"** means the written agreement concluded between the Manager and each Resident in relation to rental of one or more Units;

**"Liability"** means any and all claims, demands, actions, awards, compensation costs (including legal costs and disbursements), expenses, damages, losses, fines and other liabilities of whatsoever nature;

**"Management Agreement"** means the written contract between the Manager and each Resident, and which establishes the legal framework governing the legal relationships between the Manager and the Resident, meaning that it regulates their mutual and interdependent rights and obligations for ensuring the use of one or more Units, and ensuring all and any Utilities and Services necessary for the activities within the Industrial park, against payment of their value made by the Resident;

**"Manager"** means VGP PARK Timisoara Three SRL, a limited liability company, incorporated under the laws of Romania, with registered office located in mun. București, Sector 1, Calea Floreasca, nr. 218, cam. 2, 2<sup>nd</sup> floor, apartment 6, registration number: J40/12919/2019, Unique identification number (EUID): ROONRC. J40/12919/2019, fiscal registration number (CUI) RO 41699306;

**"Management fee"** means the services fee set forth in the Management Agreement;

**"Penalties"** means the damages assessed in advance and owed by the Residents in case of violation of their obligations arising from this Regulation and/or the Management Agreement;

**"Regulations"** means unilateral legal documents developed by the Manager, according to Law no. 186/2013, legally binding for all the residents of the Industrial

**„Contractul de Administrare de Inchiriere"** inseamna contractul incheiat in forma scrisa intre Administrator si fiecare Rezident in legatura cu inchirierea uneia sau a mai multor Unitati;

**"Raspundere"** inseamna orice si toate pretentiile, cererile, actiunile, adjudecările, costurile compensatorii (inclusiv costurile si platile legale), cheltuielile, daunele, pierderile, amenzile si alte datorii de orice natura;

**„Contract de Administrare"** inseamna contractul incheiat in forma scrisa intre Administrator si fiecare Rezident, prin care se stabileste cadrul legal care guverneaza raporturile dintre parti, prin care sunt reglementate drepturile si obligatiile reciproce si interdependente ale acestora, cu privire la asigurarea de catre Administrator a folosintei uneia sau a mai multor Unitati, asigurarea uneia sau a tuturor Serviciilor si Utilitatilor necesare desfasurarii activitatii Rezidentului in Parcul industrial, in schimbul platii contravalorii acestora de catre Rezident;

**„Administrator"** inseamna VGP PARK Timisoara Three SRL, o societate romana cu raspundere limitata, organizata in mod legal si functionand in conformitate cu legile din Romania, cu sediul mun. București, Sector 1, Calea Floreasca, nr. 218, cam. 2, etaj 2, ap. 6, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul București sub nr. J40/12919/2019, identificator unic la nivel European (EUID): ROONRC. J40/12919/2019, cod unic de înregistrare (CUI) RO 41699306;

**„Taxa de administrare"** inseamna taxa pentru servicii mentionata in Contractul de Administrare;

**„Penalitati"** inseamna daune-interese compensatorii evaluate anticipat si datorate de către Rezident, in cazul in care isi încalcă obligațiile ce izvorăsc din dispozițiile prezentului Regulament si/sau Contractul de Administrare;

**„Regulamente"** inseamna acte juridice unilaterale elaborate de catre Administrator, conform Legii nr. 186/2013, cu forta obligatorie fata de toti rezidentii Parcului industrial, care reglementeaza modalitatea

Park, regulating the actual organization and functioning of the Industrial park;

**“Resident”** means any economic operator, Romanian and/or foreign legal entity, NGO, research institution, and other units without legal personality, which operates according to law and develops economic, scientific research, exploitation of scientific research and/or technological development, agribusiness, logistics and innovative, industrial activities etc., in the Industrial park under a Management Agreement or as a tenant in an immovable asset located within the perimeter of the Industrial park;

**“Services”** means the services stipulated in schedules of the Lease Agreements (for example: supply of Utilities, maintenance etc.);

**“Title of Industrial Park”** means an administrative document issued to the applicant by the specialized body of the central public administration that provides the industrial platform, the existing industrial platform or land designated for an Industrial park the Industrial park legal regime provided by Law no. 186/2013;

**“Unit”** means an integral part of the Industrial Park, the property of the Manager or, as appropriate, of the Residents connected to the Park infrastructure, in which one or more of the Residents, as appropriate, develop economic, industrial activities and other activities in the Industrial park, in a regime of specific facilities, in compliance with Law 186/2013;

**“Utilities”** means electricity, heat, gas, water supplies and sewerage, waste removal services, security and telecommunications services;

**“Utilities charges”** means money set and due to the Manager by the Resident, under the Lease Agreement or the Management Agreement.

concreta de organizare si functionare a Parcului industrial;

**„Rezident”** inseamna orice operator economic, persoana juridica romana si/sau straina, ONG-uri, institutii de cercetare si alte unitati care nu au personalitate juridica, care functioneaza conform legii si desfasoara activitati economice, industriale etc., in cadrul Parcului industrial, in baza unui Contract de Administrare, sau in calitate de chirias al unui imobil situat in perimetrul Parcului industrial;

**„Serviciile”** inseamna serviciile prevazute in anexele Contractului de inchiriere (ex. asigurarea Utilitatilor, mentenanta etc.);

**„Statutul de Parc industrial”** inseamna actul administrativ emis solicitantului de catre organul de specialitate al administratiei publice centrale, care confera platformei industriale ori terenului destinat Parcului industrial regimul juridic de Parc industrial prevazut de Legea nr. 186/2013;

**„Unitate”** inseamna parte integranta a Parcului industrial, proprietatea Administratorului sau, dupa caz, a Rezidentilor, conectata la infrastructura Parcului industrial, in cadrul caruia unul sau mai multi dintre Rezidenti, dupa caz, desfasoara activitati economice, industriale si altele in Parcul industrial, intr-un regim de facilitati specifice, cu respectarea dispozitiilor Legii nr. 186/2013;

**„Utilitati”** inseamna electricitate, caldura, gaz, apa si canalizare, evacuarea deseurilor, paza si servicii de telecomunicatii;

**„Contravaloare utilitati”** inseamna sumele de bani stabilite si datorate Administratorului de catre rezidentii parcului, in baza Contractului de Inchiriere sau Contractului de Administrare.

### **3. INDUSTRIAL PARK MANAGEMENT**

**3.1.** Under the contractual relations concluded with the Residents, the Manager has mainly the following duties and obligations:

- a) observes and monitors (i) the compliance with the principles of equal treatment of all residents of the Industrial Park, (ii) its lack of involvement in abuses against the residents of the Industrial park, (iii) the compulsory observance of the Regulations by all residents of the Industrial park, (iv) the stimulation of new jobs creation to harness local or regional human potential;
- b) concludes Management Agreements with all Residents selected according to this Regulation;
- c) provides the Residents with the right to use the Units subject to the Management Agreements and Lease Agreements concluded with them;
- d) ensure the Residents with right to use the Common infrastructure;
- e) conducts the works and services of maintenance, repairs and/or upgrades agreed upon, as appropriate, for the Park infrastructure, to ensure the Residents normal use of the Utilities, the Exclusive infrastructure and the Common infrastructure;
- f) concludes commercial contracts with main Utility providers;
- g) elaborates the organization, operation and development strategy of the Industrial park;
- h) ensures the publication of the notices through its own website;
- i) manages the financial funds obtained from the Industrial park management, according to the Industrial park organization, operation and development strategy;

### **3. ADMINISTRAREA PARCULUI INDUSTRIAL**

**3.1.** In temeiul raporturilor contractuale incheiate cu Rezententii, Administratorul are in principal urmatoarele atributii si obligatii:

- a) observa si monitorizeaza (i) respectarea principiilor egalitatii de tratament pentru toti rezidentii Parcului industrial, (ii) neimplicarea sa in practici abuzive impotriva rezidentilor Parcului industrial, (iii) respectarea obligatorie a Regulamentelor de catre toti rezidentii Parcului industrial, (iv) stimularea constituirii de noi locuri de munca in vederea valorificarii potentialului uman local sau regional;
- b) incheie Contracte de Administrare cu toti Rezententii selectati conform prezentului Regulament;
- c) asigura Rezententilor dreptul de folosinta asupra Unitatilor care formeaza obiectul Contractelor de Administrareelor si Contractelor de Inchiriere;
- d) asigura dreptul Rezententilor de folosinta asupra Infrastructurii comune;
- e) efectueaza lucrarile si serviciile de mentenanta, reparatii si/sau modernizari, convenite, dupa caz, asupra infrastructurii Parcului industrial, astfel incat sa asigure Rezententilor folosinta normala asupra Unitatilor, Infrastructurii exclusive si Infrastructurii comune;
- f) incheie contracte comerciale cu furnizorii primari de Utilitati;
- g) elaboreaza strategia de organizare, functionare si dezvoltare a Parcului industrial;
- h) asigură publicarea informarilor prin intermediul web site-ului propriu;
- i) gestioneaza fondurile financiare obtinute din activitatea de administrare a Parcului industrial, conform strategiei

de organizare, functionare si dezvoltare a Parcului industrial;

- j) can attract, in line with the Industrial Park organization, operation and development strategy, all financing sources of any credit institution for financing or co-financing, as appropriate, any investment projects of maintenance and/or development and/or retrofit of the Industrial park infrastructure;
- k) collaborates and cooperates with the central and/or local, national and/or community authorities, to ensure compliance with the law in the Industrial park, as well as to implement the Industrial park development strategy;
- l) collaborates and cooperates with non-governmental organizations, chambers of commerce and industry and, in general, with any natural or legal person, to implement the Industrial park development strategy.

- j) poate atrage, in conformitate cu strategia de organizare, functionare si dezvoltare a Parcului industrial, orice surse de finantare de la orice institutie de credit, in scopul finantarii ori cofinantarii, după caz, a oricaror proiecte investitionale de intretinere și/sau dezvoltare și/sau re tehnologizare a infrastructurii Parcului industrial;
- k) colaboreaza si cooperează cu autoritatile publice centrale si/sau locale, interne si/sau comunitare, in vederea asigurarii respectarii legii in cadrul Parcului industrial, precum si în scopul implementarii strategiei de dezvoltare a Parcului industrial;
- l) colaboreaza si coopereaza cu organizatiile neguvernamentale, cu camerele de comert si industrie si, in general, cu orice persoana fizica sau juridica, in vederea implementarii strategiei de dezvoltare a Parcului industrial.

**3.2.** Under the contractual relations concluded with the Residents, the Manager has mainly the following rights:

- a) to collect monies from the Residents due to the Manager by them under the Management Agreement and the Lease Agreement;
- b) to issue binding Regulations for the Residents;
- c) to notify under the law any competent public authority about breaching any laws within the Industrial park;
- d) to exercise any other rights stipulated in the Management Agreements and/or the Lease Agreements and/or own regulations.

**3.2.** In temeiul raporturilor contractuale incheiate cu Rezidentii, Administratorul are in principal urmatoarele drepturi:

- a) sa incaseze de la Rezidenti sumele de bani datorate Administratorului de catre acestia, in baza Contractului de Administrare si Contractului de Inchiriere;
- b) sa emită Regulamente obligatorii pentru Rezidenti;
- c) sa sesizeze orice autoritate publica competenta, potrivit legii, despre incalcarea oricarei dispozitii legale in cadrul Parcului industrial;
- d) sa exercite orice alte drepturi prevazute in Contractele de Administrare si/sau Contractele de Inchiriere si/sau reglementările proprii.

#### **4. INDUSTRIAL PARK RESIDENTS**

**4.1.** Under the contractual relations concluded with the Manager, the Residents have mainly the following duties and obligations:

- a) to pay to the Manager the amounts stipulated in the Management Agreements and/or the Lease Agreements;
- b) to comply with the regulations issued by Manager;
- c) to use the Unit/ Units, the Common infrastructure and the Exclusive infrastructure with the diligence of a good owner, to not degrade or deteriorate them, so that, except for normal wear, to maintain the condition at the time of the conclusion of the Management Agreement and the Lease Agreement;
- d) to comply with the destination of the Unit established in the Management Agreement and the Lease Agreement;
- e) to refrain from making any changes to the Unit/ Units and the Common infrastructure, respectively the Exclusive infrastructure;
- f) to refrain from assigning to third parties rights arising from the Management Agreement;
- g) to comply with the traffic rules within the Industrial Park;
- h) to comply with all obligations regarding the technical requirements of the legislation in force on environmental protection;
- i) to comply with any other obligations deriving from the Regulations and other rules issued by the Manager;
- j) to refrain from any kind of manifestations, actions, statements, public communications affecting the image of the Industrial Park;
- k) to promptly inform the Manager on any defects, malfunctions, incidents, disputes between residents etc. that

#### **4. REZIDENTII PARCULUI INDUSTRIAL**

**4.1.** In temeiul raporturilor contractuale incheiate cu Administratorul, Rezidentii au, in principal, urmatoarele obligatii:

- a) sa platească Administratorului sumele prevazute in Contractele de Administrare si/sau Contractele de Inchiriere;
- b) sa respecte reglementarile emise de Administrator;
- c) sa foloseasca Unitatea/ Unitatile, Infrastructura exclusiva si Infrastructura comuna, cu diligența unui bun proprietar, sa nu le degradeze sau deterioreze, astfel incat, cu exceptia uzurii normale, sa le mentina in starea de la momentul incheierii Contractului de Administrare si Contractului de Inchiriere;
- d) sa respecte destinatia stabilita prin Contractul de Administrare si Contractul de Inchiriere;
- e) sa nu efectueze niciun fel de modificari asupra Unitatii/ Unitatilor si Infrastructurii exclusive aferente, respectiv Infrastructurii comune;
- f) sa nu cesioneze fata de terti drepturile izvorate din Contractul de Administrare;
- g) sa respecte regulile de circulatie in incinta Parcului industrial;
- h) sa respecte toate obligatiile privind conditiile tehnice prevazute de legislatia in vigoare privind protectia mediului;
- i) sa respecte orice alte obligatii care decurg din Regulamente si alte reglementari emise de Administrator;
- j) sa se abtina de la orice fel de manifestari, actiuni, declaratii, comunicari publice care afecteaza imaginea Parcului industrial;
- k) sa informeze prompt Administratorul cu privire la orice defecte, defectiuni, incidente, dispute intre rezidenti etc.,

may affect the Industrial Park operation and the quality and continuity of the related services provided by the Manager;

- l) to obtain all permits, licenses and authorizations required by the law in force for its functioning within the Industrial Park;
- m) to enter into and maintain valid for the entire duration of the Management Agreement, insurance policies concluded with insurance companies acceptable to the Manager for third party liability, movable/ immovable property, activity etc. within the limits, conditions and terms specified in the Management Agreement and the Lease Agreement.

**4.2.** Under the contractual relations concluded with the Manager, the Residents have mainly the following rights:

- a) the right of use in relation to the Unit;
- b) the right to use the Exclusive infrastructure;
- c) the right to use the Common infrastructure.

## **5. INDUSTRIAL PARK UTILITIES**

**5.1.** The Manager has the exclusive right and discretion to contract suppliers for Utilities and services for the Units in its property and exclusive management in accordance with the needs of the Industrial park operation.

**5.2.** The Residents may make non-binding proposals to the Manager regarding the Industrial Park necessary Utilities and the proposed suppliers, without affecting or restricting the exclusive right of the Manager according to Clause 5.1.

**5.3.** The residents recognize the exclusive and discretionary jurisdiction of the Manager in terms of legal, technical or economic decisions related to the Industrial Park optimum operation.

care pot afecta functionarea Parcului industrial, calitatea si continuitatea serviciilor aferente furnizate de Administrator;

- l) sa obtina toate permisele, licentele si avizele cerute de legea in vigoare pentru functionarea sa in cadrul Parcului industrial;
- m) sa incheie si sa mentina valabile pe intreaga durata a derularii Contractului de Administrare, polite de asigurare incheiate cu societati de asigurare acceptabile Administratorului pentru raspundere fata de terti, bunuri mobile/imobile, activitate de risc etc. in limitele și condițiile specificate în Contractul de Administrare și Contractul de inchiriere.

**4.2.** In temeiul raporturilor contractuale incheiate cu Administratorul, Rezidentii au, in principal, urmatoarele drepturi:

- a) dreptul de folosinta asupra Unitatii;
- b) dreptul de folosinta asupra Infrastructurii exclusive;
- c) dreptul de folosinta asupra Infrastructurii commune.

## **5. UTILITATILE PARCULUI INDUSTRIAL**

**5.1.** Administratorul are dreptul exclusiv de a contracta furnizorii de Utilitati si servicii pentru Unitatile pe care le detine in proprietatea si le administreaza exclusiv in conformitate cu nevoile exploatarei Parcului industrial.

**5.2.** Rezidentii pot face propuneri fara caracter obligatoriu Administratorului cu privire la Utilitatile necesare Parcului industrial si furnizorilor propusi, fara a afecta dreptul exclusiv al Administratorului potrivit Clauzei 5.1.

**5.3.** Rezidentii recunosc competenta exclusiva si discreționara a Administratorului in ceea ce priveste deciziile legale, tehnice sau economice legate de operarea optima a Parcului industrial.



## **6. INDUSTRIAL PARK INFRASTRUCTURE**

**6.1.** The Industrial park has the following utilities and facilities:

- a) electric power network;
- b) natural gas network;
- c) water network;
- d) sewerage network;
- e) rainwater drainage network;
- f) street and perimeter lighting network;
- g) internal network of roads, parking lots, walkways;
- h) telecommunication channels available to zonal telecom operators.

**6.2.** The Manager is the exclusive owner of the existing Industrial Park infrastructure and can make any changes it deems necessary, observing the rights of the Residents according to the signed Management Agreements and Lease Agreements.

**6.3.** No Resident can make changes to the Industrial Park infrastructure without prior written consent of the Manager.

**6.4.** The Residents must inform the Manager of any failure or degradation of the Industrial park's infrastructure.

**6.5.** No Resident is entitled to use the Common infrastructure for exclusive purposes or to make any modifications to it.

**6.6.** The Manager has the right to take any measures in order to remove any obstacles, restrictions, limitations etc. to the Common infrastructure, and the related expenditure will be borne by the guilty Resident. Such measures may include, without limitation, the removal of obstacle, lifting of the goods dropped, restriction to access to means of transportation and/or machinery that may jeopardize, in the Manager's view, the Common infrastructure etc.

## **6. INFRASTRUCTURA PARCULUI**

**6.1.** Parcul industrial are urmatoarele utilitati si facilitati:

- a) retea de energie electrica;
- b) retea de gaze naturale;
- c) retea de apa;
- d) retea de canalizare;
- e) retea de scurgere a apelor pluviale;
- f) retea de iluminat stradala si perimetrala;
- g) retea interna de drumuri, parcare, pasarele;
- h) canale de telecomunicatii disponibile operatorilor de telecomunicatii zonale.

**6.2.** Administratorul este proprietarul exclusiv al Infrastructurii Parcului industrial existente si poate face orice modificari pe care le considera necesare, respectand drepturile Rezidentilor in conformitate cu Contractele de Administrare si Contractele de inchiriere incheiate.

**6.3.** Niciun Rezident nu poate face modificari in Infrastructura Parcului industrial fara acordul scris prealabil al Administratorului.

**6.4.** Rezidentii trebuie sa informeze Administratorul cu privire la orice defectiune sau degradare a infrastructurii Parcului industrial.

**6.5.** Niciun Rezident nu are dreptul sa utilizeze Infrastructura comuna in scopuri exclusive sau sa aduca modificari acesteia.

**6.6.** Administratorul are dreptul de a lua orice masuri pentru a elimina orice obstacole, restrictii, limitari etc. asupra Infrastructurii comune, iar cheltuielile aferente vor fi suportate de Rezidentul culpabil. Astfel de masuri pot include, fara limitare, eliminarea obstacolului, ridicarea marfurilor cazute, refuzul accesului la mijloacele de transport si/sau echipamente care pot pune in pericol, in opinia Administratorului, Infrastructura comuna etc.

## **7. THE CONTRACT**

- 7.1.** The Manager has complete freedom regarding the selection of the Residents and the specific contractual conditions for each Resident separately.
- 7.2.** Adoption by regulations of a framework contract entitles the concerned person to become a Resident of the Industrial park by signing a Management Agreement containing at least the provisions laid down in the framework contract, while the particular elements shall be established under an agreement between the parties.
- 7.3.** The Manager provides access to all Residents to the full range of related services, and all the contractual specific conditions shall undergo individual and direct negotiations. Also, special services demanded by a Resident's activity may be contracted by the Manager, upon the request of the respective Resident, only under an agreement between the Manager and the said Resident.
- 7.4.** The Management Agreements are the parties' law and are binding to the parties according to legal provisions.
- 7.5.** In case of legislative changes, the Management Agreement shall be automatically modified, and the new conditions shall be binding starting from the date set for the entry into force of the modifying normative act. If the legislative changes amend the conditions for the authorization of a work, the change in the conditions of a service, the change in the reporting indicators considered by the parties for establishing obligations, the parties shall negotiate the terms of the Management Agreements in order to amend them in accordance with the new legal provisions.
- 7.6.** In the event of termination of the Management Agreement, the Manager has the right to take possession of the Unit that was the object of the respective Management Agreement immediately, by its own means.

## **7. CONTRACTUL**

- 7.1.** Administratorul are libertate deplina in ceea ce priveste alegerea Rezidentilor si in ceea ce priveste stabilirea conditiilor contractuale specifice fiecarui Rezident separat.
- 7.2.** Adoptarea prin regulamente a unui contract cadru permite persoanei vizate sa devina rezident al Parcului industrial prin semnarea unui Contract de Administrare care contine cel putin dispozitiile prevazute in contractul cadru, in timp ce elementele particulare sunt stabilite in baza unui acord intre parti.
- 7.3.** Administratorul asigura accesul tuturor Rezidentilor la intreaga gama de servicii conexe, iar toate conditiile contractuale specifice sunt supuse negocierilor individuale si directe. De asemenea, serviciile conexe speciale necesare activitatii unui Rezident pot fi contractate de catre Administrator, la cererea Rezidentului in cauza, numai in baza unui acord intre Administrator si Rezidentul respectiv.
- 7.4.** Contractele de Administrare sunt legea partilor si sunt obligatorii pentru parti in conformitate cu dispozitiile legale.
- 7.5.** In cazul modificarilor legislative, Contractul de Administrare se modifică automat, iar noile conditii sunt obligatorii incepand cu data stabilita pentru intrarea in vigoare a actului normativ de modificare. Daca modificarile legislative modifica conditiile pentru autorizarea unei lucrari, modificarea conditiilor unui serviciu, modificarea indicatorilor de raportare considerati de parti pentru stabilirea obligatiilor, partile vor negocia conditiile Contractelor de Administrare in scopul modificarii acestora in conformitate cu noile dispozitii legale.
- 7.6.** In caz de incetare si/sau reziliere, a Contractului de Administrare, Administratorul are dreptul sa intre in posesia Unitatii ce a format obiectul respectivului Contract de Administrare imediat, prin mijloace proprii.

## **8. THE RESIDENTS' ACTIVITIES**

**8.1.** The Residents are required to maintain for the entire duration of the Management Agreement the following:

- a) the main scope of business and the activity stated in the Management Agreement. Any amendments may be implemented only with prior notice to the Manager who will decide within 10 days the conditions for the continuance of the Management Agreement or its termination;
- b) all permits, approvals and authorizations required by the applicable law for the activity in the Industrial park;
- c) all contractual representations and warranties set in the Management Agreement.

**8.2.** The Manager may support the Resident in obtaining any opinions, approvals or permits upon the request of the Resident, but is not responsible for the actual authorization or approval of the activity.

**8.3.** The Manager cannot be held responsible for any result arising due to the Resident's failure to perform their legal obligations regarding the activity conducted.

## **9. FINAL PROVISIONS**

**9.1.** The Residents are liable to the Manager for failure to perform any of the obligations in accordance with this Regulation, other regulations issued by the Manager and the terms and conditions set out in the Management Agreement and the Lease Agreement.

**9.2.** In this respect, the Manager is entitled to apply the agreed Penalties to the Residents with the observance of the applicable law.

**9.3.** The Manager reserves the right to amend this Regulation whenever it deems necessary.

## **8. ACTIVITĂȚILE REZIDENȚILOR**

**8.1.** Rezidentii trebuie sa mentina pe intreaga durata a Contractului de Administrare urmatoarele:

- a) obiectul principal de activitate si activitatea mentionata in Contractul de Administrare. Modificarile pot fi realizate doar cu o notificare prealabila adresata Administratorului, care va decide intr-un termen de 10 zile conditiile pentru continuarea Contractului de Administrare sau incetarea acestuia;
- b) toate permisele, aprobarile si avizele cerute de legislatia in vigoare pentru activitatea in Parcul industrial;
- c) toate declaratiile si garantiile contractuale stabilite prin Contractul de Administrare.

**8.2.** Administratorul poate sustine Rezidentul in obtinerea de avize, aprobari sau permise la cererea Rezidentului, dar nu este responsabil pentru autorizarea sau aprobarea efectiva a activitatii.

**8.3.** Administratorul nu este responsabil pentru nicio consecinta rezultata din neindeplinirea obligatiilor legale ale Rezidentului cu privire la activitatea desfasurata.

## **9. DISPOZIȚII FINALE**

**9.1.** Rezidentii sunt responsabili fata de Administrator pentru neindeplinirea oricarei obligatii, in conformitate cu prezentul Regulament, alte reglementari emise de Administrator si cu conditiile stabilite prin Contractul de Administrare si Contractul de inchiriere.

**9.2.** In acest sens, Administratorul este indreptatit sa aplice Rezidentilor Penalitatiile stabilite contractual, cu respectarea legislatiei aplicabile.

**9.3.** Administratorul isi rezerva dreptul de a modifica prezentul Regulament, oricand considera necesar.

**10. ENTRY INTO FORCE**

**10.1.** The Regulation has been adopted and published this day, 11/15/2024, when it enters into force.

**10. INTRARE IN VIGOARE**

**10.1.** Regulamentul a fost adoptat si publicat in data de 15/11/2024, data la care intra in vigoare.

**Empowered/Imputernicit**

VGP PARK Timisoara Three **S.R.L.**

Mr. Ionut Puiu

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