

## ACORD

Cu privire la folosirea aplicatiei IT **eDocs**

### Partile,

**DAIMLER AG**, cu sediul în Mercedesstrasse 137/1, D-70327, Stuttgart, Germania, înregistrată în Registrul Comerțului Stuttgart, Sec. B, nr. 19.360, numita în continuare "**Daimler**",

### Si

.....  
(Nr. Furnizor .....)  
cu sediul social in .....  
.....  
inregistrata la Registrul comerțului sub nr. ....  
....., CIF .....  
tel. ...., fax. ...., cont  
bancar nr. ...., SWIFT  
....., deschis la.....  
reprezentata de.....  
numita în continuare "**Partener STA**",

**Au convenit incheierea prezentului acord:**

### 1.Preambul

**1.1.** Pentru a intensifica procesul de integrare, Partile introduc aplicatia eDocs cu scopul declarat ca toata corespondenta de afaceri sa se faca in format electronic.

**1.2.** Cu aplicatia IT eDocs operata sub auspiciile Daimler, acesta din urma furnizeaza pentru Partenerul STA acces direct, prin internet, la documentatia de achizitie adresata acestuia; in acest fel se exprima si declaratiile de intentie cu caracter obligatoriu pentru parti. In acest scop, documentatia de achizitie se defineste, in special, ca: solicitari de oferte, oferte, acceptari de oferte, comenzi si contracte.

**1.3.** Partenerii eDocs folosesc aceeasi metoda de a raspunde "online", prin intermediul unei conexiuni securizate de date, la documentatia ce i s-a trimis, cu declaratiile de intentie in forma de: oferte, acceptari de oferta sau confirmare de comenzi.

**1.4.** Toate documentele trimise prin intermediul eDocs trebuie sa respecte conditiile de validitate cerute de lege pentru intocmirea lor si au caracter obligatoriu pentru partea care le transmite.

## FRAMEWORK AGREEMENT

On the use of the **eDocs** IT application

### Parties,

**DAIMLER AG**, with its registered office in Mercedesstrasse 137/1, D-70327, Stuttgart, Germany, registered at the Trade register Stuttgart, Sec. B, No. 19.360, referred to hereinafter as "**Daimler**",

### And

.....  
(Supplier No.....)  
with its registered office in .....  
.....  
registered at the Trade register under no. ....  
....., VAT No. ....  
phone no. ...., fax. ....  
account no. ....  
SWIFT....., opened  
at....., represented by  
....., referred to hereinafter  
as "**STA's Partner**",

**Have concluded the present agreement:**

### 1.Preamble

**1.1.** Parties are introducing eDocs with the intention of establishing paperless exchange of business correspondence in electronic form, in order to intensify process integration.

**1.2.** With the eDocs IT application, operated by and on the premises of Daimler, this one provides STA's Partner with direct access, via the internet, to purchasing documentation addressed to him; it also makes legally binding declarations of intent by the same means. For these purposes, purchasing documentation is defined in particular as inquires, offers, acceptance of offers, orders and contracts.

**1.3.** Partners in eDocs use the same method to respond „online”, by means of a secure data connection, to that documentation sent to them, with declarations of intent in the form of: offers, acceptance of offers or confirmations of orders.

**1.4.** All documents sent via eDocs must comply with all validity conditions required by law for their preparing and they are mandatory for the Party who send them.

**1.5.** Aplicatia eDocs nu foloseste inca semnatura electronica; dar, chiar si in lipsa semnaturilor electronice, masurile organizatorice si tehnice luate, inseamna ca eDocs garanteaza procesarea legal valabila a tranzactiilor in cadrul activitatii, care, in termeni practici, echivaleaza cu schimbul conventional de documentatie de afaceri.

**1.6.** Avand in vedere caracterul inovator al aplicatiei si pentru a clarifica efectul juridic al acelor documente create prin utilizarea eDocs, Partile au incheiat urmatorul acord. Toate celelalte conditii care stau la baza, organizationale si legale, raman neafectate de utilizarea eDocs.

## **2. Acces**

Aplicatia eDocs se acceseaza prin intermediul Portalului Daimler, <http://daimler.covisint.com>. Acest portal furnizeaza Partenerului STA acces securizat si standardizat la toate aplicatiile autorizate lui. Portalul Daimler asigura administrarea descentralizata la sediul Partenerului. Doar Administratorul desemnat de catre Partenerul STA si inregistrat pe portal are dreptul sa permita accesul noilor utilizatori sau sa dezactiveze accesul utilizatorilor eDocs pentru Partenerul STA in orice moment.

### **3. Caracterul juridic obligatoriu al documentatiei transmise**

**3.1.** Toata documentatia de achizitie, in special solicitarile de oferta, ofertele, acceptarile de oferta, comenzile si contractele trimise prin eDocs utilizatorilor inregistrati eDocs ai Partenerului au caracter obligatoriu pentru Partener, chiar fara semnatura.

**3.2.** Ofertele trimise electronic de catre utilizatorii inregistrati eDocs ai Partenerului vor avea caracter obligatoriu pentru Partener. In mod similar, actionarea acestor functii disponibile pe eDocs de catre unul dintre utilizatorii inregistrati ai Partenerului vor constitui confirmare obligatorie de acceptare a comenzilor sau contractelor. Intr-o astfel de situatie, rezervarile pot fi documentate doar in forma expresa.

## **4. Securitatea datelor**

**4.1.** Daimler va lua masuri tehnice si organizationale efective pentru a se asigura ca:

a) Doar utilizatorii eDocs inregistrati ai Partenerului STA, prin intermediul unui ID

**1.5.** eDocs application does not as yet make use of an electronic signature; however, even in the absence of the electronic signatures, the organizational and technical measures taken, mean that eDocs guarantees the legally valid processing of transactions in the course of business, which, in practical terms, is equivalent to the conventional exchange of business documentation.

**1.6.** In view of the innovative nature of the application and in order to clarify the legal effect of those documents created using eDocs, the Parties have concluded the following agreement. All other underlying organizational and legal conditions remain unaffected by the use of eDocs.

## **2. Access**

The eDocs application is accessed by means of the Daimler Supplier Portal, <http://daimler.covisint.com>. This portal provides STA's Partner with secure and standardized access to all of those applications authorized for him. The Daimler Supplier Portal provides for decentralized administration on the Partner's premises. Only that Administrator named by the STA's Partner and registered in the portal shall be entitled to enable or to deactivate new eDocs users for the STA's Partner at any time.

### **3. Legally binding nature of documentation made**

**3.1.** All purchasing documentation - in particular inquires, offers, acceptance of offers, orders and contracts - sent via eDocs to the Partner's registered eDocs users have binding legally character for the Partner, even without a signature.

**3.2.** Offers submitted electronically by the Partner's registered eDocs users shall be legally binding upon the Partner. Similarly, actuation of those functions available in eDocs by one of the Partner's registered users shall constitute binding confirmation of the acceptance of orders or contracts. In such an instance, reservations may be documented in express form only.

## **4. Data security**

**4.1.** Daimler shall take effective technical and organizational measures to ensure that:

a) Only eDocs users registered for STA's Partner by means of a valid user ID, in

valabil de utilizator, in combinatie cu o parola valabila, pot primi acces la eDocs si ca acele date puse la dispozitie pe eDocs nu pot fi accesate sau manipulate de terte parti;

b) Accesul securizat la eDocs se furnizeaza, in special, prin intermediul protocolului HTTP in uz;

c) Niciunul dintre documentele electronice nu se pot modifica dupa ce au fost trimise Partenerului STA sau lui STA prin intermediul eDocs;

d) Doar utilizatorii eDocs inregistrati ai Partenerului pot obtine accesul la ofertele netransmise inca si aflate in stocare temporara si la notele interne de procesare din campurile proiectate in acest scop.

**4.2.** Fiecare proces eDocs, in special, ofertele si acceptarile de comenzi, se vor inregistra si se vor stoca cu ID-ul utilizatorului ce le-a creat. Aceasta inregistrare se va utiliza, in mod exclusiv, ca document justificativ al continutului si al faptului ca documentele cu caracter juridic obligatoriu au fost de fapt trimise, in cazul unor divergente de opinii ce pot aparea intre STA si Partenerul sau in astfel de chestiuni. STA si Partenerul vor accepta in mod expres acest document justificativ, chiar si pentru eventuale litigii.

**4.3.** Partenerul STA va lua masuri organizationale pentru a se asigura ca:

a) Numai persoanelor ce au dreptul de a transmite declaratiile de intentie cu caracter juridic obligatoriu in numele Partenerului STA, utilizand eDocs, li va acorda statut autorizat pentru eDocs de catre Administratorul inregistrat;

b) ID-urile si parolele utilizatorului create pentru eDocs sunt accesibile doar acelor membri din cadrul personalului cu statut autorizat acordat pentru eDocs de catre Administrator;

c) Membrii din cadrul personalului autorizati sa acceseze aplicatia eDocs se obliga sa respecte confidentialitatea folosirii ID-urilor si parolelor lor asociate de utilizator si sa nu le dezvaluie unor terte persoane;

d) ID-urile de utilizator cunoscute de membrii personalului ce parasesc serviciul la Partenerul STA sau membrii personalului carora, din alte motive, li se interzice accesul la eDocs, sunt dezactivate in mod automat si fara intarziere.

## **5. Perioadele de arhivare si de stocare**

Partile se obliga sa-si asume responsabilitatea pentru respectarea acelor obligatii statutare sau alte obligatii de stocare

combination with the associated valid password, are able to gain access to eDocs and that data made available in eDocs is not accessible to third parties or available for manipulation by third parties;

b) Secure access to eDocs is provided by means of the HTTP's protocol in use in particular;

c) None of the electronic documents can be amended after they have been sent to the STA's Partner or to STA in eDocs;

d) Only the Partner's registered eDocs users are able to gain access to offers not yet submitted and in temporary storage and to internal processing notes in the fields designed for that purpose.

**4.2.** Every process in eDocs, in particular offers and acceptance of orders, shall be recorded and stored with the ID of the user creating it. This record shall be used, exclusively, as evidence of the content and of the fact that legally binding declarations of intent were actually submitted, in the event of differences of opinion arising between STA and his Partner on such matters. STA and Partner shall expressly accept this evidence, even for the purposes of any possible legal dispute.

**4.3.** STA's Partner shall take organizational measures to ensure that:

a) Only the persons entitled to submit legally binding declarations of intent in the Partner's name, using eDocs, shall be granted authorized status for eDocs by the registered administrator in question;

b) The user's IDs and passwords created for eDocs are accesible only to those members of staff granted authorized status for eDocs by the Administrator;

c) Members of staff granted authorized status for eDocs undertake to observe confidentiality in their treatment of user IDs and of the associated passwords and not to disclose same to third parties;

d) User IDs known to members of staff leaving the service of the STA's Partner or to members of staff who, for other reasons, are to be denied access to eDocs, are deactivated automatically and without undue delay.

## **5. Archiving and retention periods**

The Parties agree to assume responsibility themselves for compliance with those statutory or other retention and archiving

si arhivare relevante pentru documentatia comerciala. Documentele eDocs se pot printa sau descarca pentru a fi utilizate drept document justificativ.

## **6. Durata si scopul utilizarii**

eDocs se va utiliza in tranzactiile de afaceri dintre STA si Partener, de indata ce administratorul Partenerului activeaza utilizatorii eDocs.

## **7. Protectia datelor**

Informatiile personale utilizate in vederea setarii aplicatiei eDocs se vor utiliza exclusiv de catre Administrator si pentru a se asigura ca aplicatia functioneaza in mod adecvat si in siguranta. Aceste date nu se vor procesa sau utiliza in niciun alt scop. Orice informatii personale folosite in legatura cu utilizarea eDocs se vor procesa si utiliza, fara exceptie, conform prevederilor Legii germane privind protectia datelor cu caracter personal.

## **8. Litigii**

Prezentul acord se bazeaza pe incredere reciproca si pe o relatie de afaceri de lunga durata. Partile vor incerca sa ajunga la un acord amiabil asupra oricaror divergente de opinii ce pot aparea.

## **9. Durata acordului**

Prezentul acord intra in vigoare la data semnarii lui de ambele parti si va fi valabil pentru o perioada nedeterminata. Oricare dintre parti poate cere incetarea prezentului acord cu o notificare prealabila scrisa transmisa celeilalte parti cu patru saptamani inainte de data de la care se doreste incetarea.

## **10. Alte prevederi**

**10.1.** Orice modificari sau completari viitoare cu privire la acest acord vor fi facute in scris, prin acte aditionale. Orice alte acorduri verbale sau in forma electronica nu sunt valabile.

**10.2.** Daca orice prevedere a prezentului acord este sau devine invalida, acest fapt nu va afecta valabilitatea celorlalte prevederi. Totusi, Partile vor inlocui prevederea invalida cu una valida al carei efect este cat mai aproape posibil de continutul economic al prevederii originale.

obligations relevant to commercial documentation. eDocs documents may be printed out or downloaded for use as supporting evidence.

## **6. Time and scope of use**

eDocs shall be used in business dealings between STA and the Partner, once the Partner's administrator has enabled the eDocs users.

## **7. Data protection**

The personal information gathered in connection with the setting up of the eDocs application will be used exclusively for user administration and to ensure that the application is run properly and securely. This data will not be processed or used for any other purpose. Any personal information gathered in connection with the use of eDocs will be processed and used, without exception, in accordance with the provisions of German Data Protection Act.

## **8. Disputes**

The present Agreement is founded upon mutual trust and a long-standing business relationship. The Parties shall endeavor to reach an amicable agreement on any differences of opinion which may arise.

## **9. Term of the Agreement**

The present Agreement shall enter into force from its signing date by the two Parties and shall be valid for an indefinite period. Either Party shall be entitled to terminate the present agreement with four weeks' prior written notice sent to the other Party.

## **10. Other provisions**

**10.1.** Any future amendments or additions to the present Framework Agreement shall be made in a written form, by means of addendums. Any verbal or electronic agreements shall be invalid.

**10.2.** Should any provision of the present agreement be or become invalid, this fact shall not affect the validity of the remaining provisions. However, the Parties shall replace the invalid provision with a valid one whose effect comes as close as possible to the economic content of the original provision.



**10.3.** Prezentul acord va fi guvernat de legea germana.

**10.4.** Acest acord a fos incheiat in limba engleza si in limba romana. In caz de neconcordante intre cele doua versiuni, versiunea in limba engleza va prevala.

Prezentul acord contine 5 (cinci) pagini si a fost incheiat in 2 (doua) exemplare originale, cate unul pentru fiecare parte.

**Data si locul semnarii:**

.....

.....

**STA'S PARTNER**

.....

**10.3.** The present Agreement shall be governed by German law.

**10.4.** This agreement was concluded in English and Romanian. In case of inconsistency between the two versions, the English version shall prevail.

The present agreement contains 5 (five) pages and it was concluded in 2 (two) original examples, one for each party.

**Date and place of signing:**

.....

.....

**DAIMLER AG**



.....  
i.V. Hans-Jörg Kottmann



.....  
i.V. Dr. Britta Adolphs