

# TRADUCERE DIN LIMBA ROMÂNĂ ÎN LIMBA ENGLEZĂ

## TRANSLATION FROM ROMANIAN

### ANNEX

a) **List of case files on the docket of the courts of law on 31.12.2017 in which the company CONPET S.A. has the capacity of respondent**

#### **1. Case File no. 3715/105/2007 - Prahova Tribunal**

**Parties:** Fondul Proprietatea / Proprietatea Fund S.A. – claimant

Conpet S.A. – respondent

**Object:** Fondul Proprietatea / Proprietatea Fund S.A. initiated a legal suit requesting the court:

- to rule the nullity of art. 4 of the General Meeting of Shareholders (GMS) of the company

Conpet S.A. no. 2 / 25.04.2007

- to maintain at the Trade Registry Office the decision to be ruled in the case, as well as to delete from the Trade Register all the possible mentions made on the basis of the decision of the General Meeting of Shareholders (GMS) whose nullity is requested.

- to rule the obligation of the respondent to pay the court costs.

**Clarifications:** Suspended acc. to the provisions of art. 244 para.1 of Civil Procedure Code

**Trial stage:** 17.01.2018 – for reintroduction on the docket

#### **2. Case File no. 8296/281/2007 – Ploiești Court**

**Parties :** Cornea Rodica Aurora – claimant

Conpet S.A., Petrotrans S.A., Regionala Transgaz București / Bucharest Transgaz Regional Subsidiary, Ministry of Finances – respondents

**Object :** Cornea Rodica Aurora requests the court to rule the joint obligation of the respondents to pay civil damages in the amount of 74,000 euros representing the prejudice and damage caused by the presence of certain pipes belonging to the respondents in the basement, the claimant's property and the payment of civil damages assessed provisionally at the amount of 10,000 lei for the period February 2004 - February 2006 as a result of the use of pipes that traversed the claimant's property.

**Clarifications:** The case is suspended acc. to art. 36 of Law no. 85/2006.

**Trial stage:** First court

#### **3. Case File no. 8297/281/2007 – Ploiești Court**

**Parties:** Rusu Mihaela – claimant

Conpet S.A., Petrotrans S.A., Regionala Transgaz București / Bucharest Transgaz Regional Subsidiary, Ministry of Finances – respondents

**Object :** Rusu Mihaela requests the court to rule the joint obligation of the respondents to pay civil damages in the amount of 74,000 euros representing the damage caused by the presence of certain pipes belonging to the respondents in the basement of the claimant's property.

**Clarifications:** The case is suspended acc. to art. 36 of Law no. 85/2006.

**Trial stage:** First court

**4. Case File no. 2378/105/2009 – Prahova Tribunal**

**Parties:** Cojocaru Irinel (Bojboiu Marilena) - claimant

Conpet S.A. – respondent

**Object:** Bojboiu Marilena initiated a legal suit requesting the court:

- to rule the obligation of the company Conpet S.A. on the leaving in full ownership and possession of the land in surface of 2,500 sqm, (**551,518 RON – the value for 2,500 sqm of land**) located in Ploiesti, Rezervoarelor street, without number, in its exclusive property;
- to rule the establishment of boundary lines between the land in her property and the neighbouring properties;
- to grant court costs;

The claimant has clarified her petition in the sense that if the court does not accept the main claim, the court should rule as follows:

- the obligation of the company Conpet to pay an appropriate compensation corresponding to the replacement and circulation value of the land in surface of 2,500 sqm and, in subsidiary,
- the institution of a right of superficies in favour of the respondent and its obligation to pay monthly of the non-use for the aforementioned land, according to a rent that will be set at the circulation value of the plot of land.

**Note:** The claimant Cojocaru Irinel bought the litigious rights from the former claimant Bojboiu Marilena. Therefore, the claimant remained only Cojocaru Irinel.

**Clarifications:** By the Conclusion of 24.05.2011 the court suspended the case according to art. 244 para.1 of the Civil Procedure Code. On 22.10.2014 the case file was reintroduced on the docket.

By **the court order no. 5872/18.12.2017** the Prahova Tribunal rejected the action as ungrounded. The court order may be attacked by appeal after notification.

**Trial stage:** --

**Court hearing:** --

**5. Case File no. 6544/105/2011\* - Prahova Tribunal**

**Parties:** Conpet S.A. - respondent

ICIM S.A. - respondent

E.T.H. Arhitectural Systeme S.R.L. through the Legal Liquidator Company Dăscălescu & Co – claimant

**Object: Claims.** E.T.H. Arhitectural Systeme S.R.L. initiated a legal suit requesting the court:

1. to rule the obligation of the respondent ICIM in principal, and to the extent that, as a general contractor, it has not received yet the full value of the contract from the beneficiary Conpet, to obligate Conpet to pay the sum of 325,378.20 lei representing the value of the works executed and not paid, as well as the payment of the penalties related to this amount until the actual payment according to the contractual provisions;
2. to rule the obligation of the respondent ICIM in principal, and to the extent that, as a general contractor, it has not received yet the full value of the contract from the beneficiary Conpet, to obligate Conpet to pay delay penalties of 0.05% per day of delay, applied to the amount of

unpaid invoices;

3. to rule the obligation of the respondent ICIM in principal, and to the extent that, as a general contractor, it has not received yet the full value of the contract from the beneficiary Conpet, to obligate the beneficiary to pay the amount of **696,577.60 lei** according to the fiscal invoice no. 0002 / 27.06.2011 representing the value of the additional works executed, amount paid up to date with the inflation rate as well as the obligation to pay the interest / penalties related to this amount from the due date until the actual payment to be calculated according to art. 371 ind. 2 para. 2 of the Civil Procedure Code;

4. to rule the obligation of the respondent ICIM to return the good execution guarantee in the total amount of 232,017.18 lei retained under the contract;

5. to rule the obligation of the respondent ICIM in principal, and, and to the extent that, as a general contractor, it has not received yet the full amount of the contract from the beneficiary Conpet, the obligation of the beneficiary to pay the amount of 124,828.9 lei as penalties to the good execution guarantee, more precisely:

a) interests / penalties for the amount constituted as good execution guarantee which had to be reimbursed in proportion of 50% in the amount of 105,166.90 lei;

b) interests / penalties for the amount constituted as good execution guarantee which had to be reimbursed in proportion of 30% in the amount of 19,662 lei and court costs.

**Clarifications:** By the Conclusion of 11.04.2017 ruled by the Prahova Tribunal, based on the provisions of art. 262 para.4 of Law no.85 / 2014, suspended the judgment. The conclusion was attacked with recourse. This constitutes the object of the case file no. 6544/105/2011\*/a1 on the docket of the Appellate Court Ploiești. By the decision no.1728 / 28.09.2017 the Appellate Court Ploiești admitted the recourse. It modified in part the attacked conclusion and sent the case back for the continuation of the judgement of the action formulated in contradictory only with the respondent SC Conpet SA, and against ICIM SA the case remained suspended.

**Trial stage:** First court

**Court hearing:** 13.02.2018

## **6. Case File no. 650/215/2013\* - Dolj Tribunal**

**Parties:** Conpet S.A. – respondent

Mihai Constantin – claimant

Mihai Norica - claimant

**Object: Obligation to do something.** Mihai Constantin and Mihai Norica initiated a law suit requesting the court that, by the decision it will pronounce, to rule as follows:

- based on art. 494 of the Civil Code, the respondent Conpet be forced to remove its oil pipeline;  
- the respondent Conpet be obligated to compensate them, based on art. 998 and 999 of the Civil Code, for the damages caused by the installation of this pipeline near their household. The claimants have provisionally quantified their claims to the amount of 2,000 lei.

**Clarifications:** By the **Court Order no. 8895/19.06.2014** the Craiova Court rejected the clarified action, takes act that the respondent, through its legal representative, has not asked for court costs. The court order was attacked with appeal by Mihai Constantin and Mihai Norica; By the **Decision no. 195/03.02.2015** the Dolj Tribunal admitted the appeal. It cancelled the court order. It sent the case back to the same first court for retrial.

By the **Court Order no. 11014 / 18.10.2017** the Craiova Court admitted in part the clarified petition formulated by the claimants. The court ruled the obligation of the respondent to pay to

the claimants the sum of 22,236 lei representing the value of the damages caused to the claimants by the pipeline no. 4 Craiova-Iancu Jianu located in the concession of respondents. The court ruled the obligation of the respondent to pay to the claimants the amount of 7,970.8 lei representing court costs. The court order was attacked with appeal by Conpet and the claimants.

**Trial stage:** --

**Court hearing:** --

#### **7. Case File no. 5248/111/2014\* – Hunedoara Tribunal**

**Parties:** Conpet SA – respondent

Poenar Ioan – claimant

**Object:** Obligation to do something.

**Clarifications:** By the Decision no. 27 / 08.01.2015 the Bihor Tribunal admitted the exception of functional non-competence of the Second Civil Section, invoked by the court *ex officio*. It transposed the action formulated by the claimant to the Third Section of Administrative and Fiscal Contentious (where it received \*).

By the Decision nr. 1238 / 16.04.2015 the Bihor Tribunal admitted the exception of its territorial non-competence. It declined the resolution competence over the claim in favour of the Hunedoara Tribunal.

By the **Court Order no. 196 / 16.02.2017** the Hunedoara Tribunal rejected the action in administrative contentious formulated by the claimant Poenar Ioan in contradictory with the respondents Conpet SA and the General Regional Division of Public Finances Timisoara through the County Administration of Public Finances. The court order was attacked with recourse by Poenar Ioan.

By **Decision no. 4541 / 22.11.2017** the Appellate Court Alba Iulia admitted the recourse, cancelled the attacked court order and sent the case to the Hunedoara Tribunal.

**Trial stage:** First court - retrial

**Court hearing:** --

#### **8. Case File no. 5119/260/2014 – Prahova Tribunal**

**Parties:** Conpet SA – respondent

Biodiesel SRL – claimant

**Object:** Biodiesel SRL instituted a legal suit requesting the court to rule the nullity of the lease contract no. ADM 89 / 27.04.2009 and to rule the obligation of Conpet to pay the court costs.

**Clarifications:** By the Decision nr. 1415 / 17.09.2015 the Onesti Court declined the resolution of the case in favour of the Ploiesti Court.

By the **Civil Court Order no. 9266/16.11.2016** the Ploiești Court rejected the exception of the statute of limitation of the material right to action invoked by the respondent as ungrounded. It rejected the petition for legal action as ungrounded. It took note that no court costs were required. The court order was attacked with appeal by Biodiesel SRL.

**Trial stage:** Appeal

**Court hearing:** 19.01.2018

#### **9. Case File no. 2549/270/2015 – Bacău Tribunal**

**Parties:** Conpet SA – respondent

Compania Națională de Transport Gaze Naturale / National Company of Natural Gas Transport  
Transgaz SA- respondent

Moraru Daniel – claimant

Moraru Nicoleta Valentina – claimant

**Object:** Moraru Daniel and Moraru Nicoleta Valentina instituted a legal suit requesting the court, by the decision it will pronounce, to rule:

- the obligation of the respondents to remove the constructions they erected without right on the claimants' land located in the town of Tg. Ocna, 7, Măgura street, with cadastral number 2165, and in case of refusal the authorisation of the claimants to remove them on their expense;
- the obligation of the respondents to pay the court costs for the present proceedings.

**Clarifications:** On 01.03.2016, the Onesti Court rejected as ungrounded the legal action for a suit. It rejected as ungrounded the request of indicating the holder of the right formulated by the claimants in contradictory with the defendants : the Romanian State through the Ministry of Public Finances, the National Agency for Human Resources. The court order was attacked with appeal by the claimants.

By the Conclusion of 13.03.2017 the Bacău Tribunal admitted the exception of functional non-competence of teh First Civil Section and consequently: It declined the resolution competence of the case to the Second Civil Section of the Bacau Tribunal for competent resolution. By the Decision nr. 665 / 26.09.2017 the Second Civil Section of the Bacau Tribunal admitted the exception of functional non- competence of the Second Civil Section of the Bacau Tribunal. It sent the case to the competitioner court for the Bacau Court - Civil Division I. Concluding a negative conflict for competent resolution to the Bacău Tribunal / First Civil Section. The court finds that there occurred the negative conflict of competence and sent the case to the Appellate Court Bacau - Section of Administrative Contentious for the resolution of negative conflicts, which constitutes the object of the case file no.603/32/2017. By the Conclusion no.32 / 09.11.2017 the Appellate Court Bacau established the competence to solve the case (appeal) in favour of the Bacau Tribunal – First Civil Section.

**Trial stage:** Appeal

**Court hearing:** 15.01.2018

## **10. Case File no. 16082/281/2015 – Prahova Tribunal**

**Parties:** Conpet SA - respondent

Ovidenie Dumitru - claimant

**Object: Real estate property claim.** Ovidenie Dumitru initiated a law suit requesting the court to rule the restitution by Conpet of the plot of land in surface of 335 sqm located in Brazi Commune, T 31, Lot 178/19; the restoration of the land to its initial state; the payment of the non-use for the last 3 years. Conpet formulated a request of identifying the holder of the real right.

**Clarifications:** By the **Civil Court Order no. 6535 / 12.07.2017** the Ploiești Court rejected the exception of the absence of passive trial capacity of the respondent Ministry of Public Finance Ploiești. It rejected the exception of the lack of passive trial capacity of the respondent Conpet S.A Ploiesti. It partly admitted the action. It ruled the obligation of the respondent SC Conpet SA Ploiesti to pay the amount of 772 lei to the claimant, representing the value of the non-use for the years 2014-2016, calculated according to the agro-expert report in the matter considering also the

topo expert's report drawn up in the case, and considering also the topo expert's report and the plan blueprint enclosed drafted in the case by the topo expert Neagu Nicu. It ruled the obligation of the respondent to pay the amount of 1,517 lei to the claimant representing the equivalent of the judicial stamp fee and 1/2 of the expert fee. It rejected the remaining part of the clarified action. The court order was attacked with appeal by Conpet SA, the Romanian State through the Ministry of Public Finance and ANAF DGRFP Ploiești.

**Trial stage:** Appeal

**Court hearing:** --

### **11. Case File no. 14960/280/2015 –Pitești Court**

**Parties:** Conpet – respondent

Cîrstea Stelian - claimant

Cîrstea Gherghina – claimant

**Object:** Obligation to do something + Claims. The claimants instituted a legal suit requesting the Court to rule the obligation of Conpet SA to do the following :

1. Payment of non-utilization from the date of acquisition of land - 06.10.2014, non-use that is provisionally valued at the amount of 1000 lei.

2. The lifting of the pipelines and installations on the land owned by the applicants and, in so far as it is not possible to require Conpet to pay a monthly amount equivalent to the amount of rent for the land affected by the pipelines and installations on it - at the level of rents practiced on the free market.

3. Payment of legal costs.

**Trial stage:** First court

**Court hearing:** 16.01.2017

### **12. Case File no. 21382/281/2015 - Ploiești Court**

**Parties:** Conpet - respondent

Iordache Margareta - claimant

**Object:** Iordache Margareta initiated a legal suit requesting the court to rule the obligation of the respondent Conpet to pay the value of the non-use of the claimant's property, land located in Blejoi commune, Ploiestiori village, lot 24, plot 187/15, for the last three years prior to the introduction of the action.

**Clarifications:** By the **Conclusion of 02.05.2017** the Ploiești Court suspended the judgement of the case under Art. 242 (1) of the Civil Procedure Code.

**Trial stage:** First court – re-introduced on the docket

**Court hearing:** 30.01.2018

### **13. Case File no. 6683/105/2015 – Ploiești Appellate Court**

**Parties:** Conpet SA - respondent

Muscalu Florian Aurelian, Ceptureanu Romeo, Dobrică Virgil, Rădulescu Loredana Emilia, Mărgărit Corneliu, Negoită Gheorghe, Pârvu Ilie, Străchinescu Dumitru, Străchinescu Veronica, Ispas Marian, Staicu Claudia, Neagu Marin, Cosma Vasile - claimants

**Object: Action to ascertain.** The claimants instituted a legal suit requesting the court to find and rule that for the periods enclosed to the petition they were employed in certain positions and effectively worked 100% of the working hours within the sections comprised in the second labour group, the first labour and in special and extraordinary labour conditions, respectively, and consequential to rule the obligation of Conpet to issue the afferent certificates.

**Clarifications:** By the **Court Order no. 4657 / 23.10.2017** the Prahova Tribunal admitted the clarified action. It found that the claimants benefit from the 1st labour group in proportion of 100% for the activities carried out within the employer's unit for the periods expressly mentioned in the report of expert Luca Marcel Constantin, revised, which constituted an inherent part of this court order. It ruled the obligation of the respondent to issue to the claimants certificates stating the period, group and percentage of their activity. It took note that no court costs were required. The court order was attacked with appeal by Conpet.

**Trial stage:** Appeal

**Court hearing:** --

#### **14. Case File no. 3451/108/2016\* –Arad Tribunal**

**Parties:** Conpet SA – respondent

ATU Administrative-Territorial Unit Town of Pecica - claimant

**Object:** The Pecica ATU has filed a petition requesting the court :

In principal:

- to rule the obligation of the respondent Conpet S.A. to divert the crude oil pipeline that crosses a number of 22 intra muros plots of land intended for the construction of dwellings owned by us, with a total surface of 20.287 sqm.

- to rule the obligation of the respondent Conpet S.A. to pay the amount of 65,000 euros representing the value of the house located in plot no. A141.7760 / 5/174, inscribed in the Land Register C.F. no. 306869 because it can no longer be valorised and traded by the undersigned.

În subsidiary:

- to rule the obligation of the respondent Conpet S.A. to pay an annual rent, during the existence of the pipeline, as a result of the encumbrance of the areas shown above with the legal servitude right exercised by Conpet SA;

- to rule the obligation of the respondent Conpet S.A. to pay compensations for the period 31.10.2014 - 31.05.2016 for the limitation of the ownership rights of the 22 intra muros plots and the decrease of the circulation value of the plots of land on the real estate market due to the restrictions imposed by the Order 196/2006 of ANRM with regard to construction;

- to rule the obligation of the respondent Conpet S.A. as to adjust every 3 years the amount of compensations to the circulation value at that time of similar plots of land and to the provisions of the future orders of ANRM;

- to rule the establishment of the due date at which the compensations will be paid annually, and to rule that the failure to pay on the date set by the court shall trigger the payment of the legal interest afferent to the sum received as compensation for the period of delay;

- to rule the award of the court costs incurred in case of opposition.

**Clarifications:** By the Conclusion of 07.12.2016, the Arad Tribunal found and ruled the functional non-competence of the First Civil Section of the Arad Tribunal and declined in favour of the Second Civil Section of the Arad Court the judgement of the action introduced by the claimant Pecica Administrative Territorial Unit.

By the Conclusion no. 40 / 26.01.2017 the Arad Tribunal rejected the request of identifying the holder of the right formulated by the respondent Conpet SA in contradictory with the claimant Pecica Administrative Territorial Unit and the Romanian State through the MFP and the National Agency for Mineral Resources. The conclusion was attacked with appeal by Conpet (Case File no. 3451/108/2016 \* / a1 - Timisoara Appellate Court, court hearing: 14.03.2017). By the Decision no. 211 / 20.03.2017 the Timisoara Appellate Court rejected the appeal.

By the **Court Order no. 336 / 18.05.2017** the Arad Court rejected the civil action introduced by the claimant Pecica Administrative Territorial Unit in contradictory with the respondent SC Conpet SA having as object the obligation to do something and claims. Without court costs. The decision was attacked with appeal by Pecica Administrative Territorial Unit.

By the **Decision no. 761 / 23.11.2017** the Timișoara Appellate Court admitted the appeal. It cancelled the decision attacked by appeal and sent the case back to the Arad Tribunal. With possibility of recourse, after notification.

**Trial stage:** First court

**Court hearing:** --

#### **15. Case File no. 1978/223/2016 –Drăgășani Court**

**Parties:** Conpet SA - respondent

Florea C. Nicolae – claimant

**Object:** Florea C. Nicolae instituted a legal suit requesting the court:

- to rule the obligation of Conpet to return to the previous situation the plot land in surface of 759 sqm situated in the extra muros area of Drăgoești commune, Vâlcea county, lot 65 plot 1/3 located at the point "Picatura", land affected by the oil products transported by the respondent; otherwise, it required the claimant to be authorized to perform these works at the expense of respondent Conpet. The value of these works was estimated at 1,000 lei;
- to rule the obligation of Conpet to pay the value of the land non-use for the last three years as well as for the period of time needed to restore the fertile layer and the land use category. It estimated the non-use to a value of 5,000 lei.

**Trial stage:** First court

**Court hearing:** 25.01.2018

#### **16. Case File no. 7245/105/2015 – Ploiești Appellate Court**

**Parties:** Conpet SA– respondent

Toader Ion – claimant

**Object:** Action to ascertain. Toader Ion initiated a legal suit requesting the court to rule in its order that during the period of its activity - 31.01.1977 - 15.08.2015 - within Conpet SA, he has effectively worked 100% of the working hours as a turner in locations falling within the second labour group, and to rule the obligation of Conpet SA to issue the certificate stating the period, group and percentage of the work in the superior labour group.

**Clarifications:** By the **Court Order no. 4599 / 20.10.2017** the Prahova Tribunal admitted the clarified action. The court found that the claimant benefited 100% from the second labour group for the activities carried out within the employer's unit for the period specified in the report of expert Anton Carmen. It ruled the obligation of the respondent to issue to the claimant a



certificate stating the period, the labour group and the percentage in which he has worked. It found that no court costs were required. The court order was attacked with appeal by Conpet.

**Trial stage:** Appeal

**Court hearing:** --

### **17. Case File no. 726/105/2016 – Ploiești Appellate Court**

**Parties:** Conpet SA – respondent

Crîngășu Silviu - claimant

**Object:** Contestation of lay off decision. Crîngășu Silviu introduced a legal suit requesting the court to pronounce a decision ruling:

- the annulment of the lay off decision no. 10 / 12.01.2016 issued by the respondent, communicated on 18.01.2016;
- to rule the obligation of the employer to pay compensations equal with salaries indexed, increased and updated;
- to rule the suspension of the effects of this decision throughout the trial until a definitive solution is ruled;
- to reinstate the parties in the situation prior to the issue of the lay off act;
- to rule the obligation of Conpet to pay the court costs.

**Clarifications:** By the **Court Order no. 1976 / 17.05.2017** the Prahova Tribunal rejected the action as ungrounded. It took note that the intimated party did not claim court costs. The decision was attacked with appeal by Crîngășu Silviu. The appellant-claimant formulated a petition for the transfer of the case, which constitutes the object of the case file no. 3427/1/2017 on the docket of ICCJ with court hearing on 20.02.2018.

**Trial stage:** Appeal

**Court hearing:** 25.01.2018

### **18. Case File no. 7558/270/2016 – Onești Court**

**Parties:** Conpet SA – respondent

Urechești Commune – claimant

**Object:** The Urechești commune initiated a legal suit requesting the court:

1. to rule the obligation of the respondent-debtor to pay the amount of 9,088 lei representing the rent unpaid and due to the Urechești commune, Bacau County, for the land occupied by the crude oil pipeline for the years 2015 and 2016;
2. to rule the obligation of the respondent to pay the related tax accessories in the amount of 1,318 lei;
3. to rule the payment of the tax on land, for the years 2015 and 2016, in the amount of 32 lei;
4. to rule the obligation of the respondent to pay the court costs.

**Clarifications:** By the **Court Order no. 1946 / 18.10.2017** the Onesti Court rejected the exception of the lack of passive procedural capacity of the respondent Conpet SA. It rejected as ungrounded the claim filed by the claimant the Urechești Commune through the Mayor. It admitted the exception of the lack of passive procedural capacity of the party summoned in guarantee ANRM. It rejected the petition for summoning in guarantee formulated by the respondent Conpet SA in contradictory with ANRM as being introduced against a person without a passive procedural capacity. It rejected the exception of the lack of passive procedural

capacity of the summoned in guarantee the Romanian State through the Ministry of Public Finance - AJFP Bacau. It rejected the petition for summoning in guarantee formulated by the respondent Conpet SA in contradictory with the Romanian State through the Ministry of Public Finances - AJFP Bacau. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

#### **19. Case File no. 7237/105/2016 – Prahova Tribunal**

**Parties:** Conpet – respondent

Petrotel Lukoil SA – respondent

Toma Marian – claimant

**Object:** Action to ascertain. Toma Marian filed a petition for the court to find and rule that he worked in difficult working conditions that must be classified in the first labour group according to Order no. 50/1990 and to rule the obligation of the respondents to issue certificates stating that they should benefit from the above-mentioned rights.

**Trial stage:** First court

**Court hearing:** 26.01.2018

#### **20. Case File no. 7091/105/2016 – Prahova Tribunal**

**Parties:** Conpet SA – respondent

Mărgean Elena - claimant

**Object:** Mărgean Elena filed a petition requesting the court to rule the employment in the first group of work for the period 11.08.2004 - 30.05.2005. The reasons for the petition are based on the consideration that the period during which the claimant carried on an activity in the company it was in the first labour group.

**Clarifications:** By the Court Order no. 6018 / 22.12.2017 the Prahova Tribunal admitted the petition introduced by the claimant Mărgean Elena. It found that the claimant benefits for 100% of the working hours from the second labour group, according to the report of expert Anton Carmen specialising in the organization of work and salaries. It ruled the obligation of the respondent to issue the claimant the certificate as shown above. The court order may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

#### **21. Case File no. 3581/281/2017 – Ploiești Court**

**Parties:** Conpet SA – respondent

Direcția Regională Drumuri și Poduri / Roads and Bridges Regional Division Iași - claimant

**Object:** The Direcția Regională Drumuri și Poduri / Roads and Bridges Regional Division Iași has filed a petition requesting the court to rule the obligation of the respondent CONPET SA to pay the amount of 487.22 lei representing the value of the Placement Authorisation no. 310 / 04.07. 2014 plus the court costs. The reasons for the legal suit are based on the fact that our company requested the issuance of the authorisation for the placement and execution of the

works "Replacement of the Lucăcești - Vermești - Dărmănești refinery crude oil pipeline, in the valve crossing area railroad CF - Vasiești railroad halting point, along a length of 1.1 km, locality Moinești, Bacău county "- sub-crossing of national road DN 2G with natural gas pipe in the area DN 2G Km 51 + 261, locality Moinești, Bacău County, and then refusing to pay the Invoice no. 3630 / 13.11 / 2014 as the project was abandoned.

**Trial stage:** First court

**Court hearing:** 18.01.2018

## **22. Case File no. 220/262/2017 – Moreni Court**

**Parties:** Conpet SA – respondent

Chivu Ion – claimant

**Object:** Chivu Ion filed a petition requesting the court:

- to rule the obligation of Conpet SA to divert the crude oil pipeline passing through his property in surface of 1,753 square meters located in Ocnîța commune T14, P114;
- to rule the establishment of the access location with the obligation of Conpet SA to pay an annual rent related to both the access road and the pipeline that damages the land;
- to rule damages for the land affected by the pipeline.

**Trial stage:** First court

**Court hearing:** 16.01.2018

## **23. Case File no. 3933/110/2016 – Bacău Appellate Court**

**Parties:** Conpet SA – respondent

Vrânceanu Ion – claimant

**Object:** Vrânceanu Ion initiated a lawsuit requesting the court to rule the recognition of his employment in the second labour group during the entire period of his employment contract, namely 13.04.1987 - 05.11.2015, as he worked in the same conditions during the entire period of the contract (in the period 01.03. 1990– 31.03.2001 being included 100% in the second labour group) and to rule the payment of the sum to the pension house according to the law for the second labour group.

**Clarifications:** By the **Court Order no. 521 / 19.06.2017** the Bacău Tribunal admitted the exception of lack of interest for the period 1.03.1990 - 31.03.2001 and consequently rejected the action for this period based on these considerations. It rejects ungrounded the action for the periods 13.04.1987 - 01.03.1990 and 1.04.2001 - 05.11.2015. The decision was attacked with appeal by the claimant.

**Trial stage:** Appeal

**Court hearing:** --

## **24. Case File no. 8047/302/2017 – 5<sup>th</sup> District Court Bucharest**

**Parties:** Conpet SA – intimated party

Dobrogeanu Păun Ioan – contestant

**Object:** Dobrogeanu Păun Ioan formulated a contestation against the forced execution acts issued in the forced execution files no. 10/2013 of BEJ Răduță Nicoleta at the request of Conpet by

which it was demanded the setting up of the forced pursuit through withholding on its incomes received from the withheld third party SC GEGEREUL AGROTRANS SRL and requested the admission of the contestation and the annulment of the conclusion regarding the establishment of the forced execution expenses issued on 01.03.2017 for the amount of 1,381.11 lei.

**Clarifications:** By the **Court Order no. 4933 / 30.06.2017** the 5<sup>th</sup> District Court Bucharest admitted the exception of the territorial non-competence of the 5<sup>th</sup> District Court Bucharest, invoked by the court *ex officio*. It declined the case having as object the contestation to forced execution to the 6<sup>th</sup> District Court Bucharest.

It admitted the exception to the territorial non-competence of the 6th District Court Bucharest, invoked *ex officio*. By the **Decision nr. 8520 / 24.10.2017** the 6th District Court Bucharest declined the competence to resolve the petition formulated by the contestant Dobrogeanu Păun Ioan in contradictory with Conpet SA, in favour of the 5th District Court Bucharest. It found a negative conflict of competence and suspended the case *ex officio*. It submitted the case file for the resolution of conflict to the Bucharest Tribunal - Case File no. 41964/3/2017 By the **Court Order no. 1728 / 28.11.2017** the Bucharest Tribunal established the competence to resolve the contestation to the forced execution in favour of the 5th District Court Bucharest. It sent the case to this court immediately for competent resolution.

**Trial stage:** First court

**Court hearing:** --

## **25. Case File no. 3266/105/2017 – Prahova Tribunal**

**Parties:** Conpet SA – respondent

SC Petrotel Lukoil – respondent

SC Ubemar SA – respondent

SC Real Bucov SA – respondent

Marinoiu Dan – claimant

Marinoiu Maria – claimant

**Object: Action to ascertain.** Marinoiu Dan and Marinoiu Maria formulated a law suit requesting the Court to rule that, for the periods mentioned in the Annex to the petition, they were employed in positions and actually worked 100% or less of the working hours in the 1st or 2nd labour group, in accordance with the MMPS Order no. 50/1990, Annex 1, position 12 and with CCMU, ch. IV, points 10.1, 10.2 / p and 11.1 / 2 for the periods worked by them and to rule that the respondents issue certificates in this respect.

**Mention:** Only the claimant Marinoiu Dan was an employee of Conpet in the period 14.05.1973 - 01.04.1977.

**Clarifications:** By the **Decision nr. 5498 / 08.12.2017** of the Prahova Tribunal took act of the claimants' renunciation to the judgement of the case.

**Trial stage:** --

**Court hearing:** --

## **26. Case File no. 9919/281/2017 - Ploiești Court**

**Parties:** Company Litex Impex SRL - contestant

ASSET LEASING IFN SA – intimated party

ACON BUSINESS SOLUȚION SRL - withheld third party

ALCOPROD SERVICE SA - withheld third party  
BANCA COMERCILĂ ROMÂNĂ SA - withheld third party  
BCR LEASING IFN SA - withheld third party  
CLUBUL AGRICULTORILOR / FARMERS' CLUB SRL - withheld third party  
CONPET SA PLOIESTI - withheld third party  
GENERAL REGIONAL DIVISION OF PUBLIC FINANCES PLOIEȘTI - withheld third party  
party  
FORESTRY DIVISION PRAHOVA - withheld third party  
FIMPLAST IMPEX SRL - withheld third party  
KR ROAD CAR SRL - withheld third party  
MUTTER 2008 SRL - withheld third party  
PIRAEUS BANK ROMANIA SA – withheld third party  
PRAGOSA ROMÂNIA SRL – withheld third party  
RAIFFEISEN BANK SA – withheld third party  
REDOXIM SRL – withheld third party  
SARA SRL – withheld third party  
TRANSPORT CĂLĂTORI EXPRESS SA – withheld third party  
TREZORERIA PLOIEȘTI – withheld third party  
TRI FARM SRL – withheld third party  
UNICREDIT LEASING CORPORATION IFN SA – withheld third party  
VEHICLE MANAGEMENT SYSTEM SRL – withheld third party  
VIORAL INTER SRL – withheld third party

**Object:** The company Litex Impex SRL formulated a contestation against the forced execution, requesting:

- the annulment of the conclusion no. 2471 / 22.03.2017 pronounced by the Ploiesti Court concerning the admission of the forced execution request, of the notification of establishment the withholding no.355 / 13.04.2017 by the withheld third parties, the conclusion of 13.04.2017 regarding the setting of the execution costs, as well as of the summons no. 355 / 13.04.2017, execution documents issued in the execution file no. 355/2017 (Court Case No. 5902/281/2017) by BEJ Rosu Cristian Cornel;
- the annulment of the anticipated maturity, clarification of the extent of the enforceable title with respect to the actual amount that our Company owes to the creditor and the obligation of the creditor Asset Leasing IFN to issue a new reimbursement schedule according to the actual receivables due;
- the return of forced execution;
- the obligation of the creditor Asset Leasing IFN to pay the court costs of the present proceedings.

**Trial stage:** First court

**Court hearing:** 19.02.2018

## **27. Case File no. 12905/302/2017 - 6th District Court Bucharest**

**Parties:** Conpet SA - intimated party

Dobrogeanu Paun Ioan - contestant

**Object:** Dobrogeanu Păun Ioan formulated an appeal against the forced execution against the forced execution acts which constitute the object of file no. 16/2017 of BEJ Răduță Nicoleta by

which one ruled the establishment of the withholding to the third parties INTERCEREAL S.A. and the Romanian Lawyers' Insurance House requesting the admission of the contestation to execution and the annulment of the Conclusion regarding the setting of the execution costs in the amount of 681.24 lei and 1,573.24 lei representing the executor's fees.

**Clarifications:** By the Decision nr. 8105 / 15.11.2017 the 5<sup>th</sup> District Court Bucharest admitted the exception to the territorial non-competence of the court invoked by Conpet. It declined the competence to resolve the case in favour of the 6th District Court Bucharest.

**Trial stage:** First court

**Court hearing:** --

## **28. Case File no. 6072/105/2017 – Prahova Tribunal**

**Parties:** Conpet SA - respondent

Grozea Vasile, Voinea Jan - claimants

**Object:** Action to ascertain. The claimants filed a petition requesting the court to declare that for the periods enclosed to the petition they were employed and actually worked 100% of the working hours within the sections falling in the second labour group, the first labour group, and special conditions respectively, and consequently to rule the obligation of Conpet to issue the afferent certificates.

**Clarifications:** By the **Court Order no. 5837/15.12.2017** the Prahova Tribunal admitted the exception of the authority of *res judicata* invoked by the respondent. It rejected the action for the authority of *res judicata*. It rejected the respondent's claim for court costs as ungrounded. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

## **29. Case File no. 7127/105/2017 – Prahova Tribunal**

**Parties:** Conpet – respondent

VICTORIA SA MICHELIN ROMÂNIA FLOREȘTI SA (former VICTORIA FLOREȘTI)

UPETROM 1 MAI SA PLOIEȘTI

PETROM BUCUREȘTI / BUCHAREST – SCHELA DE PETROL / OIL WELL BOLDEȘTI

Grigorescu Gheorghe – claimant

**Object: Action to ascertain.** Grigorescu Gheorghe initiated a law suit requesting the court to rule in its decision that he was employed in the respondent companies in actual positions and actually worked 100% of the working hours in the first and second labour groups, as the case may be, according to the annex to the application and as a consequence to rule the obligation of the respondents to issue the certificate in this respect, stating the period worked according to the requests.

**Trial stage:** First court

**Court hearing:** 05.02.2018

## **30. Case File no. 5413/204/2017 –Câmpina Court**

**Parties:** Conpet SA – respondent  
ANRM – respondent  
Dobrogeanu Dumitru – claimant  
Dobrogeanu Păun Ioan – claimant

**Object:** Claims. Dobrogeanu Dumitru and Dobrogeanu Păun Ioan instituted a law suit requesting the court to rule the obligation of the respondents to do the following:

1. The payment of an annual rent for the land plots occupied by the two oil products pipelines (crude oil) starting with 01.07.2014 and in the future for the entire duration of the pipelines;
2. The obligation of the respondents to pay the compensation for the losses incurred by not reaching certain economic objectives on the remaining area between the two pipes after their restriction and the area along the national road DN1 (E60);
3. The payment of court costs.

The first part of the petition was estimated by the claimants at the amount of 48,000 Euro / year (220,000 lei) and the second part at the amount of 25,000 lei / year.

**Trial stage:** First court

**Court hearing:** 28.02.2018

### **31. Case File no. 23204/302/2017 – 5<sup>th</sup> District Court Bucharest**

**Parties:** Conpet SA – intimated party  
Attorney-at-Law practice of Lawyer Dobrogeanu Păun Ioan  
Dobrogeanu Păun Ioan

**Object:** Contestation to execution. Attorney-at-Law practice of Lawyer Dobrogeanu Păun Ioan and Dobrogeanu Păun Ioan formulated a contestation against the forced execution, with constitutes the object of the forced execution case file no. 10/2013 of BEJ Răduță Nicoleta and of the acts of execution, namely: the withholding notice of 29.09.2017, the withholding notification of 29.09.2017, the conclusion of 29.09.2017, the conclusion of 29.09.2017 regarding the establishment of the additional execution costs (550.97 lei) and the conclusion of 23.02.2013 of the 5th District Court Bucharest regarding the approval of forced execution. With court costs.

**Trial stage:** First court

**Court hearing:** --

### **32. Case File no. 8928/105/2017 – Prahova Tribunal**

**Parties:** Conpet – respondent  
Association Tera Gaz Construct SRL – Vialis Engineering SA

**Object:** Tender cancellation. The association Tera Gaz Construct SRL - Vialis Engineering SA formulated a contestation against the Decision no. 11 / 04.12.2017 issued by Conpet SA - Commercial and Regulated Activities Division, regarding the Contestation no. 936 / 06.11.2017, registered at Conpet SA under no. 44953 / 06.11.2017 formulated by the Association Terra Gaz Construct SRL - Vialis Engeneering SA against the result of the procedure for awarding the contract of works having as objective the "Refurbishment of the ensemble of Headquarters Building II, located at the address 8, Rezervoarelor Street, and requested:

- the annulment of the decision no. 11 / 04.12.2017 issued by Conpet SA - Commercial and Regulated Activities Division, regarding the Contestation of the undersigned against the

notification of the procedure outcome;

- the annulment of the notification registered under no. 43929 / 31.10.2017 at the headquarters of Conpet SA - Commercial and Regulated Activities Division, representing the notification of the results of the tenders evaluation through which it announced the cancellation of the award procedure, and as a consequence the annulment of the decision to cancel the Procurement Procedure;

- the annulment of the procedure report and of all the subsequent acts, including those related to the communication of the procedure outcome, and of Notification no. 43 929 respectively;

- the obligation of the Contracting Authority to resume the award procedure and to proceed to the re-evaluation of the admissible tenders, in relation with the requirements of the awarding documentation and the legal provisions, by drawing up a new report of the award procedure and the application of the award criterion published in the invitation to tender.

**Trial stage:** First court

**Court hearing:** --

**b) List of the case files on the docket of the courts of law on 31.12.2017 in which the Company CONPET S.A. has a double capacity**

**1. Case File no. 378/105/2007 – Prahova Tribunal**

**Parties:** Conpet S.A. – claimant-respondent

Petroconduct S.A. – respondent-reconvenient

**Object:** Conpet S.A. requested the obligation of the respondent Petroconduct S.A. Ploiesti to the following :

- the payment of the amount of 80,548.49 RON representing penalties for non-performance in due time of the obligations assumed in the contract no. L 45 / 18.03.2004 and in the contract no. M 59 / 9.06.2004

- the handing over of tubular material consisting of China steel pipe in the length of 504 m in value of 21,344.4 euros and China steel pipe in the length of 96 m in value of 4,366.08 euros or the payment to our Company of its value equivalent to 89,291.50 RON.

- the payment of the amount of 20,626 RON representing the costs for transport, loading, unloading of the tubular material

- the payment of court costs in the amount of 5,062.24 RON out of which 5,057.24 RON judicial stamp fee and 5,00 RON judicial stamp as well as other legal costs that we will bear in this process.

The company Petroconduct S.A. filed a reconventional petition / counterclaim / reconventional petition requesting the obligation of Conpet SA to pay the amount of 46,214.01 lei, representing the value of the works executed by it on the basis of works execution contracts no. L 45 / 18.03.2004 and no. MST 09 / 09.06.2004, in favour of the beneficiary Conpet SA.

**Clarifications:** On 22.02.2010, based on art. 36 of the Law no. 85/2006, the court ruled the suspension of the case.

**Trial stage:** First court



**Court hearing:** Suspended

**2. Case File no. 538/317/2014\* – Târgu-Cărbunești Court**

**Parties:** Conpet SA – respondent-reconvenient

Bălțoi Mariana – claimant-respondent

**Object:** Bălțoi Mariana initiated a law suit requesting the court to rule the obligation of Conpet to pay the civil compensation for the period 2011 - 2014 (January) in the amount of 500,000,000 old lei, and a monthly rent in the amount of 10,000 lei.

Conpet formulated a reconventional petition / counter-claim requesting:

1. The obligation of the claimant Bălțoi Mariana to allow Conpet SA to exercise the right of legal servitude established by the provisions of art. 7 and following of Law no. 238/2004 on the land owned by it. The exercise of the right of legal servitude will be made on a 2.4 meter wide corridor located along the oil transport pipeline that belongs to the National Transport System (NTS) of oil and which is buried in the land of the claimant in order to acquire permanent access to the oil transport pipeline for the daily check of its technical condition and the execution of any repairs. The duration of the servitude shall be the same with the duration of the oil transport pipeline. We also request the court to set the amount of the annual rent stipulated by law due by us to the claimant in exchange for the exercise of the right to legal servitude thus established.
2. The establishment of a right of servitude over the claimant's land consisting in the right to use the land surfaces on which the installations and equipment belonging to the National Transport System (NTS) of oil are located on the surface of the soil. The duration of the servitude shall be the same as the duration of the equipment and installations concerned. At the same time one requested also the determination of the value of the land on which the servitude was instituted.

**Clarifications:** By the **Court Order no. 128 / 20.01.2016** the Appellate Court Târgu Carbonești rejected the exception of the lack of procedural capacity of the claimant, invoked by the respondent. It admitted in part the counterclaim / reconventional petition. It ruled the obligation of the respondent - reconventional petitioner - to pay the claimant – respondent the amount of 184.25 lei as civil compensations representing the value of the lack of use afferent to the area of 268 square meters for the years 2011, 2012, 2013. It instituted in favour of the claimant-reconventional respondent, in total surface of 50 square meters, during the oil operations, land delimited by points 37-38-39-40-46-45-44-43, as identified by the topographer expert Gremada Constantin, in Annex 1 to the Expert Report. It ruled the obligation of the claimant – reconventional respondent to the payment to the claimant of the compensatory amount of 7 lei annually, representing the equivalent of the rent, during the period of servitude. It partially compensated the cost costs and ruled the obligation of the respondent reconventional claimant to pay to the claimant reconventional respondent of the sum of 825 lei representing court costs. The Decision was attacked with appeal by Bălțoi Mariana.

By the **Decision no. 633 / 15.11.2016** the Gorj Tribunal admitted the appeal, annulled the sentence and sent the case back to the same court.

**Trial stage:** First court - retrial

**Court hearing:** 16.01.2018

**3. Case File no. 8425/281/2015 – Ploiești Court**

**Parties:** Conpet SA- respondent-reconvenient

Panaitescu Mircea – claimant-respondent

**Object:** Claims. Panaitescu Mircea initiated a law suit requesting the court to rule the obligation of Conpet to pay the amount of 5,000 lei as lack of use and annual rent of 12,000 lei. Conpet filed a counterclaim / reconventional petition requesting the establishment of the right to legal servitude and the establishment of the annual rent.

**Trial stage:** First court

**Court hearing:** 08.02.2018

#### **4. Case File no. 1372/212/2017 – Constanța Court**

**Parties:** Conpet SA – respondent-reconvenient

Cruceanu Alin Florinel – claimant-respondent

**Object:** Cruceanu Alin Florinel instituted a law suit requesting the court:

- to rule the obligation of Conpet SA to pay damages equal to the market value of the real estate property – plot of land in surface of 460 square meters located in Lazu commune, 29, Luceafărului street, Constanta County and the plot of land in surface of 460 sqm located in Lazu commune, 31, Luceafărului street, Constanta county, value appreciated at the amount of 30,000 euros, the equivalent of 134,700 lei;
- to rule the obligation of Conpet SA to pay the value of the land lack of use in the form of annual rent for the last three years;
- to rule the obligation of Conpet SA to pay the court costs for the resolution of the present petition.

Subsequently, the claimant specified its action with regard to the second part of the petition requesting the court:

- to rule the obligation of Conpet SA to pay the amount representing the lack of use of the two land plots for the period between 10.12.2015 and the date when the decision remained final decision admitting the first part of the petition.

The lack of use was provisionally assessed at the amount of 5,000 lei. Conpet formulated the counterclaim / reconventional petition requesting the court:

- to rule the obligation on the claimant to allow CONPET S.A. the exercise of the right of legal servitude instituted by the provisions of art. 7 and following of Law no. 238/2004 on the two plots of land owned by the claimant Cruceanu Alin Florinel, situated in Agigea commune, Lazu village, 29, Luceafărului street. respectively 31, Luceafărului street, Constanta County. The exercising of the right to legal servitude will be done on a 2.4 meter wide corridor located along the Ø 20 " crude oil transport pipeline Constanța-Bărăganu for the purpose of permanent access to the pipeline for the daily check of pipeline and execution condition any repairs.
- to rule the establishment of the amount of the annual rent stipulated by the law due by us the undersigned to the claimant in return for the exercise of the right to legal servitude.

**Trial stage:** First court

**Court hearing:** 29.01.2018

#### **5. Case File no. 18344/212/2017 – Constanța Court**

**Parties:** Conpet SA – respondent-reconvenient

Mitu Dumitru – claimant-respondent

Mitu Rodica – claimant-respondent

**Object:** Obligation to do something. Mitu Dumitru and Mitu Rodica initiated a law suit requesting the court to rule the obligation of Conpet to pay damages for the two plots of land located in Lazu village, Agigea commune, Constanta county affected by route of certain oil products pipelines, as well as the obligation of the claimant to pay the respondent an annual rent for the lack of use over the land affected by the legal servitude right starting with 20.06.2014 and of compensations in the form of an annual payment for the affectation of the use of the part of land on which the pipe is not placed, with the obligation to pay the court costs.

The Claimants assessed the claims brought before the court at the amount of 10,000 lei for the stamp fee for the claim showing that, after determining the values through expertise they will administer in the case, to pay the court fee difference.

Conpet formulated a counterclaim / reconventional petition requesting the court:

1. to rule the obligation of the claimants to allow the company CONPET S.A. the exercise of the right of legal servitude instituted by the provisions of art. 7 and following of Law no. 238/2004 on the two lots of land owned by the claimants. The right of legal servitude shall be exercised on a 2.4 meter wide corridor located along the F2 Ø 20 " Constanța-Bărăganu crude oil pipeline for the purpose of permanent access to the pipeline for the day-to-day inspection of the pipeline condition and for performing any repairs.

2. to set the amount of the annual rent prescribed by the law owed by Conpet to the claimants in exchange for the exercise of the right to legal servitude.

Conpet also formulated a petition of summoning in guarantee of the MINISTRY OF PUBLIC FINANCES and the NATIONAL AGENCY FOR MINERAL RESOURCES (ANRM) so that if CONPET S.A. Ploiesti falls in claims regarding the claims of the claimants formulated in the legal petition to compensate us with the amount that we shall be obligated to pay the claimants.

**Trial stage:** First court

**Court hearing:** 31.01.2018

**c) List of case files on the docket of the courts of law on 31.12.2017 in which the Company CONPET S.A. has the capacity of claimant**

**1. Case File no. 11921/105/2011 – Bacău Tribunal**

**Parties:** Conpet S.A. - claimant

Biodiesel S.R.L. - respondent

**Object: Claims.** Conpet S.A. initiated a legal suit requesting the court:

- v Biodiesel S.R.L to pay to Conpet S.A. the amount of 216,821.44 lei, representing the rent for the period June 2009 - April 2011;

- to rule the obligation of Biodiesel S.R.L to pay to Conpet S.A. the delay penalties owed by the respondent under art. 11 of Contract no. ADM 89 / 27.04.2009 concluded between the parties as a result of the respondent's failure to pay the rent. Conpet requires the respondent to pay the late payment penalties from the due date to the effective date of payment (the date of the payment of the principal charge equivalent to the rent due for May 2009 - April 2011). It took note that until 11.11.2011 the amount due by the respondent as delay penalties is in the amount of 30,653.77

lei;

- to rule the obligation of the respondent to pay damages for the lack of use of the land from the expiry date of the contract (28.04.2011) until now. When assessing the damages for the non-use we considered the amount of the rent agreed with the respondent through the lease no. ADM 89 / 27.04.2009;

- to rule the obligation of the respondent Biodiesel S.R.L. to pay the court costs which we will bear in the present case.

**Clarifications:** By the **Court Order no. 445 / 04.03.2015** the Moinesti Appellate Court rejected the exception of the contract non-execution. It admitted in part the petition formulated by the claimant Conpet SA Ploiesti in contradictory with Biodiesel SRL. It ruled the obligation of the respondent to pay to the claimant the amount of 191,554.60 lei representing the rent equivalent. It ruled the obligation of the respondent to pay to the claimant the amount of 106,026.58 lei representing default penalties for late payment, which will be due from 20.11.2014 until the actual payment of the rent equivalent. It rejected the claim for damages. It ruled the obligation of the respondent to pay to the claimant the sum of 10,599.31 lei representing the judicial stamp fee in the case of the admission of the action and the expert fees. The decision was attacked with appeal by Conpet and Biodiesel.

By the **Conclusion of 08.03.2016** the Bacău Tribunal ruled the suspension of the appeal judgement in accordance with art. 244 (1) 1 of Civil Procedure Code (old), pending the final resolution of case file no. 5119/260/2014. Conpet attacked with recourse the suspension conclusion. It will be tried by the Bacau Appellate Court. By the Decision of 07.09.2016 the recourse was rejected.

**Trial stage:** Appeal – Suspended

**Court hearing:** --

## **2. Case File no. 19024/281/2009 - Ploiești Court**

**Parties:** Conpet S.A. -claimant

Compania de Transport Feroviar / Railroad Transport Company S.A. Ploiești - respondent

**Object:** Conpet initiated a law suit requesting the court to rule the obligation of the respondent to pay the amount of 50,511.6 lei representing the payment difference from the value of the repair of the LDH 70-675 locomotive engine in the amount of 60,381.60 and the court costs.

**Clarifications:** By the conclusion of 02.09.2011 the court **suspended** the case according to art. 36 of Law 85/2006.

**Trial stage:** First court

**Court hearing:** --

## **3. Case File no. 6179/105/2009 - Prahova Tribunal**

**Parties:** Conpet S.A. - creditor

Petroconduct S.A. – debtor

**Object: Bankruptcy.** Conpet S.A. by the Debt Statement no. 5949 / 23.02.2010 requested the registration at the creditor's table with the amount of 202,890.47 lei representing penalties for the non-performance of the obligations assumed in the Contract no. L45 / 18.03.2004 and MST9 / 09.06.2004, the value of the tubular material, costs for transport, loading and unloading of the

tubular material, court costs. Conpet SA was entered on the creditors' table of the debtor S.C. Petroconduct S.A. with the amount of 62.739,06 lei.

**Clarifications:** The court liquidator of the debtor registered the Company with the debtor's preliminary table only with a part of the debt claimed by Conpet, respectively 62,739.06 lei of the total amount of the claim in the amount of 216,412.56 lei, although our Company formulated all the attack ways it had at its disposal.

**Court hearing:** 14.02.2018

#### **4. Case File no. 2811/105/2010\* – Ploiesti Appellate Court**

**Parties:** Conpet S.A. – claimant

ICIM S.A. – respondent

**Object :** Conpet S.A. initiated a legal suit requesting the court to rule the obligation of ICIM to pay the amount of 338,144.32 lei representing penalties owed to our company related to the late execution of the works for which the respondent was bound according to the contract no. 0135/1995 concluded between the Parties and payment of the costs of the proceedings.

**Clarifications:** By the **Court Order no. 594 / 05.03.2014** the Prahova Tribunal rejected the statute of limitation exception. It rejected the action as ungrounded. The decision was attacked with appeal Conpet by Appeal.

By the **Decision no. 73 / 04.02.2015** the Ploiesti Appellate Court admitted the appeal of the claimant. It cancelled the appealed sentence and sent the case back to the First Court.

By the **Court Order no. 1447 / 22.06.2015** the Prahova Tribunal rejected the exception of the statute of limitation of the material right to action. It admitted the action. It obligated the respondent to pay to the claimant the sum of 292,754.68 lei, representing delay penalties, as well as to pay the court costs for the proceeding in the First Court and in the Appellate Court in the amount of 12,568 lei, representing the judicial stamp fee, judicial stamp and expert fees. The decision was attacked with appeal by ICIM S.A.

**Trial stage:** Appeal - retrial

**Court hearing :** 16.01.2018

#### **5. Case File no. 29201/3/2012\* – Bucharest Appellate Court**

**Parties:** Conpet SA – civil party

Dinu Ion, Petrișor Marius Sever, Petrișor Dumitru Valeriu, Pavel Vasile, Benim Nicolae, Dumitru Gabriel, Tinca Florinel Mircea, Costachi Constantin, Spirea Geon, Dragut Marian, Cobzaru Eugen Constantin, Niță Sorin, Constantin George Alin, Marin Georgian Ciprian, Chelaru Ioan Iulian, Dumitru Constantin, Sandu Marian, Toncu Ștefan – defendants

**Object: Theft. Bribery. Law 78/2000, Use of forgery. Association for crime committing.** Conpet SA constituted itself as civil party for the amount of 6,267,625.71 lei, representing the price of the stolen crude oil.

**Clarifications:** By the **Court Order no. 1072 / 25.05.2017** the Bucharest Tribunal admitted the civil action and ruled the obligation of the defendants to do the following:

1. to pay the amount of 3,962,725.98 lei representing the value of 2,420,595 tons of crude oil stolen, plus the legal interest from the date of each individual act until the full payment of the damage
2. to pay the amount of 8.233,99 lei, plus the legal interest, representing the value of the

rehabilitation works needed to bring the 14 "Călăreți-Mavrodin" pipeline, the 200 "Bărăganu-Călăreți" pipeline and the F1 Siliște-Ploiești pipeline to the initial state before the commission of the crimes.

3. to pay, jointly, all defendants, the amount of 47,915.77 lei, plus the legal interest, representing the equivalent of the transportation cost of the 2,420,595 tons stolen.

The decision was attacked with appeal also by Conpet SA.

**Trial stage:** Appeal

**Court hearing:** 19.01.2018

#### **6. Case File no. 3033/105/2012 – Prahova Tribunal**

**Parties:** Conpet SA – creditor

Vasrep Petro Construct SRL – debtor

**Object: Bankruptcy.** Conpet SA introduced petition of debt admission requesting the registration on the creditors' table of Vasrep Petro Construct SRL with the amount of 126,877 lei, including VAT, representing the value of the material, labour and equipment expenses necessary to bring the pipeline to the state before the illicit deed was committed by the debtors, consisting of the destruction and unlawful removal of two 4.120 ml lengths from the pipe Ø 10¾ "Iancu Jianu – Ghercești. Conpet contested the measure of non-registration of Conpet SA on the preliminary table with this claim, which constitutes the object of the file no. 3033/105/2012 / a1 By the Court Order No. 1958 / 19.11.2012, Prahova Tribunal rejected the contestation formulated by Conpet. Conpet formulated a recourse. The Ploiești Appellate Court admitted the recourse, annulled the court order ruled by the First Court and sent the case to retrial.

By the **Court Order no. 1008 / 17.09.2014** (Case File no. 3033/105/2012 / a1 \*) the Prahova Tribunal admitted the contestation to the preliminary title. It ruled the inscription of the contestant creditor Conpet S.A. in the final debts table of the debtor with the amount of 1,473,628 lei for materials, labour and equipment and 120 lei legal stamp fee fro the recourse and 2500 lei for the expert fee. Vasrep formulated a recourse.

By the **Decision no. 141 / 15.01.2015** the Ploiesti Appellate Court rejected the recourse as ungrounded.

**Trial stage:** First court

**Court hearing:** 22.02.2018

#### **7. Case File no. 2803/120/2013 - Dambovita Tribunal**

**Parties:** Conpet SA – creditor

Ecprod SRL - debtor

**Object: Insolvency. Debt admission petition.** Conpet SA filed a petition for debt admission on the estate of the debtor Ecprod in the amount of 25,728.89 lei. Conpet is registered on the Creditors' Table with the amount of 25,728.89 lei.

**Trial stage:** First court

**Court hearing:** 22.01.2018

## **8. Case File no. 7932/118/2013\* – Constanța Tribunal**

**Parties:** Conpet SA - civil party

Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Luca Viorel, Meridicos Romeo Ovidiu, Dimofte Petronel, Matei Marius Ionut, Ahălanei Ioan - defendants

Romeo International Service Company SRL Năvodari - defendant

Romeo International Service Company SRL Năvodari represented by Nicolaidis Constantin - defendant

Ministry of Public Finances- ANAF - civil party

DGFP - civil party

**Object: Offences of tax evasion (Law 87/1994, Law 241/2005), art. 323 of Criminal Code, Qualified theft (art.208-209 of Criminal Code).** Conpet SA constituted itself as civil party for the amount of 928,785.94 lei representing the equivalent of the amount of stolen crude oil (277 tons), pipeline remediation works and laboratory tests.

**Clarifications:** By the **Court Order no. 472 / 17.12.2015** the Constanta Tribunal admitted the civil action filed by the civil party Conpet SA. Ploiesti. The court ruled the joint obligation of the defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut to pay to the civil party Conpet SA. the amount of 90,814.50 lei (the value of 30 tons of crude oil stolen on 27.05.2013). The defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut will be jointly liable to pay to the civil party Conpet SA. the amount of 93,841.65 lei (value of 31 tons of crude oil stolen on 31.05.2013). The defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut will be jointly liable to pay the civil party Conpet SA. the amount of 111,027.27 lei (value of 36 tons of crude oil stolen on 03.06.2013). The defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut will be jointly liable to pay the civil party Conpet SA. the amount of 585,977.25 lei (value of 190 tons of crude oil stolen on 04.06.2013 and 05.06.2013). The defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut will be jointly liable to pay the civil party Conpet SA the amount of 17,289.32 lei representing the amount of works for decommissioning the artisanal installation and for bringing the pipeline to the initial state. The defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Ahalanei Ioan, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Merdicos Romeo Ovidiu, Dimofte Petronel, Luca Viorel and Matei Marius Ionut will be jointly liable to pay the civil party Conpet SA the amount of 9,576.84 lei, representing the laboratory tests for 17 samples of oil products. It took act that the civil party Conpet SA. waived the civil claims in the amount of 20,268.11 lei for the deed of 03.08.2013 because the damage was fully recovered. The decision was attacked with appeal by the defendants.

By the **Decision no. 675 / 10.06.2016** the Constanta Appellate Court admitted the appeals filed

by the Prosecutor's Office within to the Constanta Tribunal and by the defendants Bivolaru Gabriel, Chihaiia Marin, Mangalea Gheorghe, Arhire Adrian, Poenaru Marius Ciprian, Boamfa Paul, Luca Viorel, Meridicos Romeo Ovidiu, Dimofte Petronel, Matei Marius Ionut, Ahaulanei Ioan and SC Romeo International Service Company SRL Navodari. It annulled the entire criminal court order no. 472 / 17.12.2015 ruled by the Constanța Tribunal in Case File no. 7932/118/2013 and ruled the referral of the case to the Constanța Tribunal for retrial. Here it received \* and ruled the case to be referred to the preliminary chamber judge (7932/118/2013 \* / a1).

By the **Conclusion no. 93 / 28.02.2017** the Constanța Tribunal rejected as ungrounded the requests and exceptions formulated by the defendants Bivolaru Gabriel, Chihaiia Marin, Meridicos Romeo Ovidiu, Arhire Adrian and Mangalea Gheorghe. It found the legality of the court's notification with the indictment no. 569 / P / 2013 of 30.08.2013 issued by the Prosecutor's Office within the Constanța Appellate Court, whereby the defendants were indicted and sent to trial. It ascertained the lawfulness of the administration of evidence and the conduct of criminal prosecution. It ruled the beginning of the case trying. The conclusion was challenged with a statement, rejected by the Constanța Appellate Court.

Also, by the Conclusion of 28.02.2017, the Constanta Tribunal found admissible the exception of unconstitutionality. It resorts to the Constitutional Court for the resolution on the objection of unconstitutionality invoked by the defendant Bivolaru Gabriel in Case File no. 7932/118/2013 \* of the Constanța Tribunal, regarding the unconstitutionality of the provisions of art. 280, para. 1, art. 281 para. 1 and art. 282 para. 1 and 2 of the Criminal Procedure Code - Case File no. 812D / 2017 - Court hearing: 14.12.2017. This Conclusion may be attacked with contestation.

**Trial stage:** First court - retrial

**Court hearing:** 07.02.2018

### **9. Case File no. 1862/114/2014 – Buzău Tribunal**

**Parties:** Conpet SA – creditor

Gelual Stor SRL – debtor

**Object:** Conpet SA formulated a petition for the admission of the debt requesting the inscription on the creditors' table of Gelual Stor SRL, with the amount of 1,440.90 lei, representing late payment penalties due for the payment beyond the deadline set in the contract of the value of 7 invoices issued by Conpet for the services rendered on the basis of Contract no. STA 101 / 20.03.2012 concluded with the respondent, the amount to which the debtor was ordered by the Court Order no. 8867 / 16.06.2014 ruled by the Ploiești Court in court file no. 109/281/21014, remaining final by non-appealing.

Conpet was entered on the preliminary creditors' debts table against the debtor Gelual Stor SRL with the amount of RON 1,440.90.

**Trial stage:** First court

**Court hearing:** 01.02.2018

### **10. Case File no. 6625/120/2013 - Dâmbovița Tribunal**

**Parties:** Conpet SA - injured party

Dumitru Nica Constantin, Dumitru Nica Gheorghe, Marasescu Marian, Vlada Aurica, Aslan Razvan Aurel, Grigorascu Dominel Ion, Georgescu Anda, Stanca Ion, Constantin Andrei Marius, Maricescu Constantin, Duniag Instal SRL through the legal



representative Dumitru Nica Gheorghe, Anaver Vila Grup SRL through the legal representative Dumitru Nica Gheorghe – defendants  
MECMA for Petrotrans SA Ploiești through the Liquidator Rominsolv SPRL - injured party  
OMV Petrom SA Asset 6 Muntenia Central - injured party  
Mayor's Office Bucșani - injured party  
Mayor's Office Șotânga - injured party  
Romtelecom S.A. – South East Operations Division – Dâmbovița Telecommunication Centre - injured party  
**Object: Qualified theft.** Conpet constituted itself as civil party for the amount of 2.083,20 lei, representing the equivalent of 350 l. m. stolen from the pipe Ø 10 "F2 Siliște - Ploiești.  
**Trial stage:** First court  
**Court hearing:** 21.02.2018

### **11. Case File no. 22494/281/2014 – Prahova Tribunal**

**Parties:** Conpet SA - claimant

Cezar Filip Prodimpex - respondent

**Object:** Conpet initiated a law suit requesting the court to rule: the obligation of the respondent SC Cezar Filip Prodimpex to pay the amount of 67.258,87 lei consisting in the court costs incurred by the claimant in the case that made the object of the file no. 2434./105/2009, the first court and appeal procedural stages, the first court judgement at the Prahova Tribunal, and the appeal at the Ploiești Appellate Court

**Clarifications:** By the **Court Order no. 2388 / 07.03.2016** the Ploiesti Court admitted in part the petition. It ruled the obligation of the respondent to pay to the claimant the amount of 15,000 lei representing court costs at the First Court in the file 2434/105/2009 of the Prahova Tribunal as lawyer's fee and 21.264.87 lei the costs of the appeal, file 2434./105/2009 of the Appellate Court Ploiești, representing 10,000 lei for lawyer fee and 11,264.87 lei judicial stamp fee. It rejected the petition for the update of the amount by the inflation rate. It rejected the application regarding the court costs. The decision was attacked with appeal by Conpet SA and Cezar Filip Prodimpex.

By the **Decision no. 3959 / 19.12.2017** the Prahova Tribunal rejected the appeals as ungrounded. It compensated entirely all the appeal costs. The Decision can be attacked with recourse after notification.

**Trial stage:** --

**Court hearing:** --

### **12. Case File no. 1510/262/2014 – Moreni Court**

**Parties:** Conpet SA - claimant

Pîrvu Gheorghe – respondent

Pîrvu Nicolae - respondent

Grigorescu Gabriel - respondent

Zlăteanu Dragoș Marian - respondent

Dărmănești Commune, legally represented by the Mayor of the Dărmănești Commune - respondent

SC Nimb Dâmbovița SA –respondent

**Object:** Conpet formulated a law suit requesting the Court to rule the obligation of the that respondents to pay jointly to Conpet the amount of 34,944.18 lei for civil damages - representing the value of the works for remediation of the pipeline and the cable of fiber optic Link 14, destroyed on 03.06.2011, within the area of Dărmănești commune, Dâmbovița County, works necessary to bring them to the initial state of before the commission of the deed, i.e. in good operation order, amount plus legal interest starting from the date of the final judgment which remained final of the present case and the date of actual payment; the payment of the court costs.

**Clarifications:** By the Conclusion of 08.01.2015 the Moreni Court suspended the judgement of the case in relation with the defendant SC Nimb Dambovita SA. It disjoined the case related to the other defendants and ruled the formation of a new file (184/262/2015).

**Trial stage:** First court - Suspended

**Court hearing:** --

### **13. Case File no. 6819/118/2013 – Constanța Tribunal**

**Parties:** Conpet SA – creditor

Tobias SRL – debtor

**Object: Bankruptcy.** Conpet S.A. requested the inscription of the creditors' table of the debtor with the amount of 663 lei representing the equivalent of 230 kg of aluminium (575 lei) and 110 kg of iron (88 lei), handed over to Tobias SRL on 04.06.2013, under the contract of sale and purchase of waste no. 2013 / ADM / 15.02.2013 between Conpet and Tobias.

The petition of Conpet was partly admitted by the judicial administrator, in the sense that our company was inscribed on the creditors' table with the debt amounting to 643.11 lei, the difference of 19.89 lei representing 3% environment fund and owed to the Administration of the Environment Fund.

**Trial stage:** First court

**Court hearing:** 15.02.2018

### **14. Case File no. 717/105/2015 - Prahova Tribunal**

**Parties:** Conpet SA - creditor

Fotbal / Soccer Club Petrolul Ploiești SA - debtor

**Object: Bankruptcy.** Conpet filed a petition by which it requested the inscription in the creditors' table of the debtor Fotbal / Soccer Club Petrolul Ploiești SA with a debt in the amount of 14,465.33 lei. Conpet was inscribed in the creditors' table of the debtor with the requested amount.

**Clarifications:** By the Court Order no. 821 / 22.06.2016 the Prahova Tribunal admitted the request of the judicial administrator. It approved the conclusions of the Judicial Administrator's report. It ruled the dissolution of the debtor company and the annulment of the debtor's right of administration. It ruled the sealing of the assets from the debtor's estate and the execution of the other liquidation operations.

**Trial stage:** First court

**Court hearing:** 17.01.2018

**15. Case File no. 13386/3/2015 – Bucharest Tribunal**

**Parties:** Conpet SA – creditor

Perfect Metal SRL – debtor

**Object: Bankruptcy.** Conpet S.A. requested the inscription in the creditors' table of the debtor with the amount of 221,189.85 lei representing penalties for late payment, damages, interest and court costs.

The petition was admitted, but Conpet was listed in the table as a chirographic creditor and not as a guaranteed creditor, as it should, considering the content of our petition for inclusion on the creditors' preliminary table. Conpet attacked with appeal the preliminary debts table, which constitutes the object of case file no. 13386/3/201 / a1 with court hearing on 18.09.2015. By the Decision no. 7106 / 18.09.2015 the Bucharest Tribunal rejected the contestation as ungrounded.

**Trial stage:** First court

**Court hearing:** 16.02.2018

**16. Case File no. 19602/3/2015 – Bucharest Tribunal**

**Parties:** Conpet SA – creditor

Top Birotica SRL – debtor

**Object: Bankruptcy.** Conpet S.A. requested the inscription on the creditor's table of the debtor with the amount of 2,258.72 lei representing delay penalties due for delayed delivery of the equipment that constituted the object of the contract P-CA 438 / 17.11.2014.

**Trial stage:** First court

**Court hearing:** 31.01.2018

**17. Case File no. 2899/62/2015 – Braşov Tribunal**

**Parties:** Conpet SA – creditor

Condmag SA - debtor

**Object: Bankruptcy.** Petition for the admission of Conpet's debt against the estate of the debtor Condmag SA - 42,950.85 lei representing penalties.

**Trial stage:** First court

**Court hearing:** 13.02.2018

**18. Case File no. 4996/256/2015 – Medgidia Court**

**Parties:** Conpet SA – civil party

Sprivac Florin Alexandru, Roşu Adrian – defendants

**Object: Qualified theft.** Conpet constituted itself as civil party for the amount of 7,647.96 lei representing the value of 200 litres of crude oil lost as a result of this deed (541.33 lei), the repair works of the damaged pipeline, necessary to restore it in operation (4,710.95 lei) and the works for the greening of the land polluted surface after the failure (2,395.68 lei).

**Clarifications:** By the Court Order no. 3538 / 21.12.2017 the Medgidia Court admitted the civil action filed by the civil party CONPET SA and ruled the obligation of the defendants, jointly and severally, to pay civil damages in the amount of 7,647.96 lei with the title of material compensations. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

**19. Case File no. 15042/212/2015 – Constanța Appellate Court**

**Parties:** Conpet SA – civil party

Polifroni Dimu, Safir Marius, Staicu Tudor – defendants

**Object:** Conpet SA is a civil party in the criminal proceedings for the sum of 156,414.01 lei representing 151,482.42 lei - the equivalent of the quantity of 73,026 kg of crude oil, 2,936.97 lei the equivalent of the pipeline rehabilitation works, necessary to bring it to the initial state before the commission of the crime, i.e. in operation and 1,987.62 lei the value of the emptying of the tanks in farm 3 Mamaia Sat and the former factory SC Munca Ovidiu SA.

**Clarifications:** By the Court Order no. 44 / 13.01.2017 the Constanta Appellate Court admitted in part the civil action formulated by the civil party Conpet SA and ruled the joint obligation of the defendants Polifroni Dimu, Safir Marius, Staicu Tudor and Lupusoru Nicusor to pay the amount of 386115,48 lei as compensations for the material damages which will be updated with the legal interest starting with 21.06.2010, representing: - 357755,88 lei crude oil conveyed to the final beneficiaries (16000 litres - SC AVIPUTNA SRL, 96000 litres - SC ROLIDACOM SRL, 32000 litres - SC PETROSUD SRL, 4775 litres - SC UTILITĂȚI / UTILITIES SRL Negrești, 30000 litres - CRNN Răcăciuni, 21000 litres - SC LTA MONDIAL SRL). - 23435,01 lei the value of the losses of 11297 kg of crude oil; - 2936,97 lei the intervention value for the damage on 21.06.2010 at Farm 3 Mamaia Sat; - 1987,62 lei the emptying of the tanks in the SC Ovidiu SA factory. The decision was attacked with appeal by the defendants and Conpet.

**Trial stage:** Appeal

**Court hearing:** 18.01.2018

**20. Case File no. 983/281/2016 – Prahova Tribunal**

**Parties:** Conpet SA – contestant

Dobrogeanu Dumitru – intimated party

**Object:** Conpet SA filed a contestation to the execution against the execution acts drawn up by BEJ Divoiu Maria in the execution case file no. 468/2015, as follows:

- Notification of 17.12.2016;
- Summons of 17.12.2015;
- Conclusion of forced execution approval of 17.12.2015
- Conclusion of setting the execution costs for the date of 17.12.2015
- Conclusion of inflation update on 17.12. 2015

And requested the cancellation of all the disputed execution acts shown above and the exoneration of our company from paying the amount of 51,021.54 lei which constitutes the object of the forced execution.

- With court costs

**Clarifications:** By the **Court Order no. 8369 / 19.10.2017** the Ploiești Court admitted the contestation to execution filed by contestant Conpet S.A. It annulled the execution acts drafted by B.E.J. Divoiu Maria in the execution case file no. 468/2015, as follows: Notification of

17.12.2016, Summons of 17.12.2015, Conclusion of forced execution approval of 17.12.2015, Conclusion of setting the execution costs for the date of 17.12.2015 and Conclusion of inflation update on 17.12. 2015. It ruled the obligation of the intimated party to pay to the contestants the amount of 800.40 lei as court costs out of which the amount of 600 lei represents the accounting expert's fee and the amount of 200.40 lei represents the copies of the execution file no. 468/2015. It rejected as ungrounded the petition to rule the obligation of the intimated party to pay the amount of 1,000 lei as court costs consisting in stamp fees. The decision was attacked with appeal by Conpet. Conpet also filed a petition for the completion of the judgment with court hearing: 31.01.2018.

**Trial stage:** Appeal

**Court hearing:** --

### **21. Case File no. 91/116/2016 – Calarași Tribunal**

**Parties:** Conpet – civil party

Nitu Gh. Nicolae, Stancu N. Alexandru Emilian, Avram Gheorghe, Anton T. Petrisor, Tanase M. Vasile Aurel, Bucur G. Mădălin Cristian – defendants

**Object: Constitution of an organized crime group** (art. 367 of the New Criminal Code) para. 1 of the Criminal Code. Conpet SA constituted itself as civil party for the amount of 95,243.71 lei representing the value of the lost crude oil (79,624.98 lei) and the refurbishment works (15,618.73 lei).

**Trial stage:** First court

**Court hearing:** 31.01.2018

### **22. Case File no. 8156/281/2014 – Ploiești Court**

**Parties:** Conpet SA – civil party

Matei Marinel – **revizuent**

**Object: Qualified theft.** Revision. Matei Marinel formulated a request for revision of the criminal decision no. 1383 / 14.10.2013 pronounced by the Ploiești Appellate Court in file no. 19230/281/2011.

**Trial stage:** First court

**Court hearing:** 11.01.2018

### **23. Case File no. 2694/236/2016 - Giurgiu Court**

**Parties:** Conpet through BEJ Raduța Nicoleta - petitioner

Conpet - creditor

Stan Remus Constantin - debtor

SC Trans Denimar SRL - withheld third party

**Object:** BEJ Raduța Nicoleta filed a request for validation of the withholding established by the notification dated 22.01.2016 in the forced execution case file no. 207/2015 of BEJ Raduța Nicoleta, based on the executory title - criminal court order no. 142 of 14.09.2014 ruled by the Călărași Tribunal in case file no. 2623/116/2013, on the amounts of money owed at present or in the future by the withheld third party Trans Denimar SRL, up to the amount for which the withholding was set up, namely 17,708.55 lei, consisting of 13,713.49 lei representing the

equivalent of works of repair at the damaged pipes; 2,349.44 lei representing the execution costs; 1,645.62 lei representing the executor's fee, including VAT, with the obligation of the withheld third party to pay the total amount of 17,708.55 lei, plus the expenses incurred for performing the execution in the account or the accounts opened at BCR Izvor in the name of BEJ Răduță Nicoleta.

**Clarifications:** By the **Civil Court Order no. 7772 / 16.11.2016** the Giurgiu Court admitted the request filed by BEJ Răduță Nicoleta in contradictory with the debtor Stan Remus Constantin, the withheld third party Trans Denimar SRL and the creditor Conpet SA. It validated the withholding established by the notification dated 22.01.2016 in the execution file no. 207/2015 for the amount of RON 17,708.55 representing debt and execution costs. It ruled the obligation of Trans Denimar SRL to pay to the creditor Conpet SA in the account of BEJ Răduță Nicoleta, within the limit of the claim, the amount owed to the debtor Stan Remus Constantin, in monthly instalments of 1/3 of the amounts owed to the debtor as rent, according to the contract no. 160 / 19.02.2008. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

#### **24. Case File no. 8115/281/2016 – Prahova Tribunal**

**Parties:** Conpet SA – contestant

Dobrogeanu Dumitru - intimated party

**Object: Contestation to execution.** Conpet filed a contestation to execution against the Conclusion dated 01.04.2016 drafted by BEJ Divoiu Maria in the execution file no. 468/2015, requesting the court to rule, on the basis of art. 719 of the Civil Procedure Code, the cancellation of the Conclusion and our exoneration from the payment of the amount of 11.067,41 lei which constitutes the object of the forced execution.

**Clarifications:** The Ploiești Court admitted the exception of connection, invoked *ex officio*. It ruled the connection of this case file to case file no. 983/281/2016 of the Ploiești Court. By the **Court Order no. 8369 / 19.10.2017** ruled in case file no. 983/281/2016 the Ploiești Court admitted the contestation to execution filed by the contestant Conpet S.A. It annulled the execution acts drafted by B.E.J. Divoiu Maria in the execution case file no. 468/2015, as follows: the notification of 17.12.2015, the summons of 17.12.2015, the conclusion of the forced execution approval of 17.12.2015, the conclusion of setting the execution expenses of 17.12.2015 and the conclusion of the update with the inflation rate of 17.12.2015. It ruled the obligation of the intimated party to pay to the contestant the amount of 800.40 lei as court costs of which the amount of 600 lei represents the accounting expertise fee and the amount of 200.40 lei represents the copies of the execution file no. 468/2015. It rejected as ungrounded the petition for the obligation of the intimated party to pay the amount of 1,000 lei as court costs consisting in judicial stamp fee. The decision was attacked with appeal by Conpet. Conpet also filed a request for the completion the judgment with court hearing on 31.01.2018.

**Trial stage:** Appeal

**Court hearing:** --

#### **25. Case File nr. 310/120/2016 – Dâmbovița Tribunal**

**Parties:** Conpet SA – civil party

OMV Petrom SA – civil party

SNTGN Transgaz SA – civil party

Gruia Gheorghe, Vasile Valentin, Ciobanu Viorel, Dudas Pavel, Tudorache Marius, Parvu Valentin, Georgescu Anda, Manda Marin – defendants

**Object: Constitution of an organised criminal group** (Article 367 of the PCC). Conpet constituted itself as civil party for the amount of 405,536.24 lei, representing the value of the stolen pipes.

**Clarifications:** By the Conclusion of 31.05.2016 the Dâmbovița Tribunal returned to the prosecutor's office the case started by the indictment drafted in the criminal pursuit file no. 124 / D / P / 2013 of the Prosecutor's Office within to the High Court of Cassation and Justice - DIICOT - BT Dâmbovița regarding the defendants GG, VV, CV, DP, TM, PV, GA, MM, the injured parties being OMV Petrom SA, CONPET SA, National Company for Gas transport “Transgaz” SA. Against the Conclusion the Prosecutor's Office filed a contestation, on the docket of the Ploiești Appellate Court. By the Conclusion of 13.10.2016 the Ploiesti Appellate Court admitted the contestation filed by the Prosecutor's Office within the High Court of Cassation and Justice - DIICOT - Dâmbovița Territorial Office, annulled the attacked conclusion and, by re-judging, found the legality of the Dâmbovița Tribunal's notification by the indictment no.124 / D / P / 2013 of the Prosecutor's Office within the High Court of Cassation and Justice - DIICOT - Dâmbovița Territorial Office, the administration of evidence and the execution of criminal prosecution acts. It ruled the commencement of the trial.

**Trial stage:** First court

**Court hearing:** 21.02.2018

## **26. Case File no. 1450/214/2016 – Costești Court**

**Parties:** Conpet SA – civil party

Șerban Ilie, Dobre Marin, Naicu Ion Marian – defendants

**Object: Theft.** Conpet constituted itself as civil party for the amount of 133,147.97 lei representing the equivalent of the quantity of stolen crude oil, of the repair works at the damaged pipeline and of the relevant expert's reports.

**Clarifications:** By the Conclusion of 18.08.2016 the Costesti Court rejected as ungrounded the claims and the exceptions invoked by the defendants, found the competence and the legality of the court notification, of the administration of the evidence and of the execution of the other acts of criminal prosecution and ruled the commencement of the trial. The Conclusion was attacked with contestation. By the Conclusion no. 194 / 13.10.2016 the Argeș Tribunal rejected the contestation as ungrounded.

**Trial stage:** First court

**Court hearing:** 23.02.2018

## **27. Case File no. 8529/281/2016 – Ploiești Court**

**Parties:** Conpet SA – civil party

Constantin Costel, Matei Marian, Stan Mihai Catalin, Matei Valentin Dumitru – defendants

**Object: Qualified theft.** Conpet constituted itself as civil party for the amount of 158,780.39

lei composed of:

- 24,691.2 lei (VAT included) representing the value of 30,000 litres stolen between September and October 2015 by the defendants Stan Mihai Catalin, Matei Marian and Matei Valentin Dumitru
- 128,394.0 lei (VAT included) representing the value of 156,000 litres stolen between September and October 2015 by the defendants Constantin Costel, Stan Mihai Catalin and Matei Marian.
- 5.695,19 lei (including VAT) representing the value of the pipeline rehabilitation works, necessary to bring it to the initial condition before the crime, that is to say in operational order.

**Trial stage:** First court

**Court hearing:** 25.01.2018

## **28. Case File no. 4968/317/2016 – Târgu Cărbunești Court**

**Parties:** Conpet SA – civil party

Bumbu Constantin Daniel, Roncea Ștefan Laurențiu, Elena Ionuț Gabriel, Roncea Ionuț Cătălin, Roncea Eugen, Preda Ștefan Cristian, Roncea Constantin Robert, Bumbu Florin Ionuț – defendants

Roncea Constantin, Roncea Aurica, Bumbu Florian, Bumbu Doina – Civil liable parties

**Object: Theft.** Conpet S.A. constituted itself as civil party in criminal file no. 1080056/2016 for the amount of 11,202.22 lei, representing the value of the materials and works needed to restore the pipe section in length of 36.2 m.l. stolen by the defendants, of the works necessary to restore it to the condition before the criminal deed, that is, in operation, the stolen pipe with the value of 7,178.04 lei being recovered by our company.

**Clarifications:** By the Conclusion no. 182 / 14.11.2016 the Târgu Carbunesti Court found the regularity of the indictment no. 195 / P / 2016 of 7.10.2016 of the Prosecutor's Office within the Tg-Carbunesti Court, of the evidence administration and of the pursuit of the criminal prosecution. It ruled the commencement of the trial in the case related to the defendants. By the **Court Order no. 136 / 09.03.2017** the Târgu Carbunesti Court admitted the civil action of the civil party and ruled the obligation of the defendants jointly, of the under age defendants jointly with the civil liable parties to pay the amount of 11.202,22 lei with the related legal interest until the full recovery of the debt. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

## **29. Case File no. 8902/256/2016 – Constanța Appellate Court**

**Parties:** Conpet SA – civil party

Spirea Geon, Enache Noris, Panait Petre – defendants

**Object: Qualified theft.** Conpet SA constituted itself as civil party for the amount of 6,361.52 lei representing the value of the repair works of the damaged pipeline, necessary to restore it to the condition before the criminal deed, that is, in operation.

**Clarifications:** By the Conclusion no. 98 / 14.02.2017 Medgidia Court found the material competence, according to the capacity of the person. and the territorial competence of the Medgidia Court in the resolution of the present criminal case. It found the legality of the court notification, of the evidence administration and of the conduct of criminal prosecution in the



present criminal case. It ruled the commencement of the trial.

By the **Court Order no. 2036 / 07.09.2017** the Medgidia Court admitted the civil action filed by the injured person Conpet S.A. Ploiesti and ruled the obligation of the defendants to pay, jointly and severally, the amount of 6,361.52 lei with the title of material damages compensation. The decision was attacked with appeal by the defendants.

**Trial stage:** Appeal

**Court hearing:** 01.02.2018

### **30. Case File no. 8262/281/2016 – Ploiești Court**

**Parties:** Conpet SA – creditor

Association Fotbal / Soccer Club Conpet - debtor

**Object: Dissolution of legal person.** Petition for debt admission. Conpet SA filed a petition for the admission of the debt on the estate of the debtor Association Fotbal / Soccer Club Conpet, against which the dissolution was ruled by the Civil Court Order no. 8683 / 04.10.2016 pronounced by the Ploiești Court in case file no. 8262/281/2016, requesting the court to admit the petition for registration in the creditors' table of the debtor Conpet Soccer Club with the amount of 424.94 lei, as a certain, liquid and exigible debt, born before the admission of the dissolution request, representing residual payment penalties, according to invoice no. 1653 / 31.05.2015, calculated for the late payment of the obligations arising from the Rental Contract no. ADM 366 / 23.10.2012, concluded by Conpet SA with the Association Fotbal / Soccer Club Conpet. Conpet filed a request to the liquidator and the court for the admission of penalties amounting to 1,358.84 lei owed for late payment of the invoices issued on the basis of the previously mentioned contract.

**Trial stage:** First court

**Court hearing:** --

### **31. Case File no. 8216/270/2016 – Bacău Tribunal**

**Parties:** Conpet – contestant

Comuna Dofteana – intimated party

**Object: Contestation against execution.** Conpet formulated a contestation against the execution requesting the court to rule:

- the annulment of the act entitled Executory Title no. 14962 / 12.12.2016
- the annulment of Summons no. 14961 / 12.12.2016 and of the other acts of execution carried out by the intimated party.

**Clarifications:** By the Court Order no. 1393 / 21.06.2017 the Onesti Court admitted the exception of the inadmissibility of the counterclaim / reconventional petition. It rejected as inadmissible the counter-claim made by the intimated party DOFTEANA COMMUNE. It admitted the contestation to execution made by the contestant CONPET SA. It annulled the Executory Title no. 14962 / 12.12.2016 and the Summons no. 14961 / 12.12.2016, and the other execution acts issued by the intimated party in the execution file no. 488 / 01.18.2016. The court order was attacked with appeal by the Dofteana Commune.

**Trial stage:** Appeal

**Court hearing:** 30.01.2018

### **32. Case File no. 219/281/2017 – Ploiești Court**

**Parties:** Conpet SA – claimant  
Tonicelli SRL – respondent

**Object:** Conpet initiated a law suit requesting the court to rule the obligation of the company Tonicelli SRL to pay the following amounts:

- 37,017.28 lei representing the value of unpaid ferrous waste according to Contract no. ADM 79 / 06.03.2014;
- 6,737.02 lei representing delay penalties, according to Contract no. ADM 79 / 06.03.2014, calculated until 20.10.2016;
- the court costs.

**Clarifications:** By the **Conclusion no. 245 / 03.02.2017** the Ploiești Court annulled the petition formulated for the non-compliance with the obligations set by the court of law related to the completion or modification of the petition. Conpet submitted a review petition. By the Conclusion no. 860 / 14.04.2017 the Ploiești Court admitted the review request filed by claimant CONPET S.A. It ruled to send the file back to the initial invested panel of judges.

**Trial stage:** First court

**Court hearing:** 25.01.2018

### **33. Case File no. 3666/281/2017 – Ploiești Court**

**Parties:** Conpet – claimant  
GENERAL REMAT SORT SRL

**Object: Claims.** Conpet filed a lawsuit requesting the court to rule the obligation of General Remat Sort SRL to pay the amount of 7,200.9 lei (2,286 lei unpaid invoice and 4,914.90 penalties for late payments calculated until 31.12.2016).

**Trial stage:** First court

**Court hearing:** Court ruling postponed for 25.01.2018

### **34. Case File no. 2345/202/2017 – Călărași Tribunal**

**Parties:** Conpet SA – claimant  
Stoian Vasile – respondent

**Object: Claims.** Conpet SA filed a law suit requesting the court to rule the obligation of the respondent Stoian Vasile to pay the sum of 15,136.23 lei for civil compensation - representing the value of the materials and works needed to replace the three potential terminals afferent to the of imported crude oil transport pipelines Bărăganu - Călăreți stolen by him in the period 17.09. - 30.09.2014, amount to which one shall add the legal interest from the date of the act (30.09.2014) until the date of the actual payment, as well as the payment of the costs advanced in the case.

**Claims:** By the **Court Order no. 1694 / 19.09.2017** the Calarasi Court admitted the request made by Conpet S.A. It ruled the obligation of the respondent to pay the claimant the amount of 15,136.23 lei as civil damages. It rejected as ungrounded the applicant 's petition to rule the obligation of the respondent to pay the court costs. The decision was attacked with appeal by Conpet. Conpet also filed an application to complete the sentence no. 1694 / 19.09.2017 requesting the admission of the petition and the completion of the sentence pronounced by the

Calarasi Court with the court's orders on the request of our company regarding the obligation of the respondent Stoian Vasile to pay the legal interest from the date of the commission of the deed (30.09.2014) until the actual payment of the main debit . The request for completion constitutes the object of the case file no. 2345/202/2017 / a1 with court hearing on 23.01.2018.

**Trial stage:** Appeal

**Court hearing:** --

### **35. Case File no. 1149/228/2017 – Făurei Court**

**Parties:** Conpet – petitioner

Ianca Mayor's Office– intimated party

**Object:** Conpet SA filed a complaint against the offence finding report no. 316 concluded by the Ianca Mayor's Office, Brăila County on 27.04.2017, by which our Company was sanctioned with a fine of 210 lei, established on the basis of art. 466 para. 2 of the Law 227/2015 regarding the Fiscal Code, an act that it considers ungrounded and illegal and requested its cancellation.

**Clarifications:** By the **Court Order no. 1031 / 23.10.2017** the Făurei Court admitted the contravention complaint. It cancelled the report no. 316 concluded on 27.04.2017. The Decision may be attacked with appeal after notification.

**Trial stage:** --

**Court hearing:** --

### **36. Case File no. 1656/295/2017 – Sânnicolaul Mare Court**

**Parties:** Conpet – claimant

Emiliana West Rom SRL – respondent

Zeri Andrea – respondent

**Object: Claims.** Conpet SA filed a lawsuit requesting the court to rule the joint obligation, of the respondents SC EMILIANA WEST ROM SRL and ZERI ANDREA to pay to Conpet SA the amount of 197,301.36 lei as civil compensation - representing the value of the tubular material, of the materials and works necessary for the reconstruction of the Ø 6 5/8 "Valcani - Teremia" crude oil pipeline, destroyed on 07.07.2014 by the dismantling of a portion of 460 lm, amount to which will be added legal interest from the date of the criminal deed up to the date of full payment of the principal debt.

**Trial stage:** First court

**Court hearing:** 25.01.2018

### **37. Case File no. 789/105/2017 – Prahova Tribunal**

**Parties:** ICIM SA through the administrator CITR Bucharest - debtor

Conpet SA- creditor

**Object:** Insolvency proceedings. Conpet requests the inscription in the creditors' table of the company ICIM SA represented by the judicial administrator CITR FILIALA BUCUREȘTI / BUCHAREST BRANCH SPRL, with a total debt in the amount of 393,934.37 lei representing delay penalties, court costs, execution costs.

A) 50,094, 8 lei representing the value of the works for remediation of the pipe Ø 6 RA

Moreni-Ploiești and of the lost crude oil, the legal interest, the court costs and the execution costs established by the executory title - the civil court order no. 1014 / 28.01.2015 ruled in Case File no. 113/281/2014, remaining final and corrected by the Conclusion of correction of the material error of 06.06.2016, by which the Ploiești Court admitted the lawsuit petition introduced by the claimant Conpet S.A.

B) 343,839.57 lei, consisting in the amount of 331,271.57 lei representing delay penalties in accordance with the provisions of art. 8.1. of the contract 0135/1995 (as amended by art. 5 of the addendum no. 9/2005 and the addendum no. 10/2006), as well as the amount of 12,568 lei representing the judicial stamp fee, judicial stamp and expert fees

Conpet was entered on the table with the requested amount. ICIM filed a contestation which constituted the object of case file no. 789/105/2017 / a1 and requested:

- in principal the partial amendment of the preliminary debts table in the sense of rejecting of petition for the inscription of the debt in the amount formulated by Conpet
- in subsidiary, the partial amendment of the preliminary debts table in the sense of inscribing the debt of Conpet under a condition.

**Trial stage:** First court

**Court hearing:** 25.01.2018

### **38. Case File no. 6575/105/2017 – Prahova Tribunal**

**Parties:** Conpet SA – claimant

The Court of Accounts of Romania – respondent

Object: Conpet attacked with appeal the Conclusion no. 78 / 09.08.2017 ruled by the Court of Accounts of Romania, so that the court rules:

1. The partial annulment of the Conclusion no. 78 / 09.08.2017 issued by the Romanian Court of Accounts, namely

- Consideration 2 related to Point II of Complaint no. 27718 / 10.07.2017 (regarding the measures No I.2 and I.3 of the Decision no.24 / 21.06.2017, for the removal of the deviations presented in points 2 and 3 of the same decision), the findings from letters A and B.

2. The partial annulment of the Decision no. 14 / 21.06.2017, issued by the Chamber of Accounts Prahova, namely:

- The findings set out in point 2 regarding the decommissioning and capitalization of some pipeline sections of the National Transport System (NTS) - part of the public domain of national interest, without a prior government decision to transfer from the State Public Domain to the private domain, in order to draw up the documentation for decommissioning and scrapping
- The findings presented in point 3 regarding the fact that in 2016 a recovered buried pipe was capitalised by tender for recoverable buried pipe according to the recovery procedure approved by the Regulation on the conditions for participation in the tender and the modality of organising the tender for the capitalization of buried and / or overground metal tubular material. The capitalization was made prior to the adoption of a governmental decision approving the transition from the public domain of the state to the private domain for the purpose of capitalizing, according to the law;
- Measure no. 2 regarding the execution of the inventory to identify portions of the National Transport System (NTS) that were abandoned or decommissioned as a

result of the investments made in the National Transport System (NTS) within the programs for rehabilitation, modernization and development and the transmission of the results of ANRM for the initiation of the government decision for the approval of the transfer from the public domain of the state to the private domain of the state with a view to their removal from operation. The regulation through internal procedure of the manner of dismantling, scrapping and capitalization of parts of the National Transport System (NTS) dismantled following the rehabilitation, upgrading and development work carried out by the concessionaire;

- Measure no. 3 regarding the transfer of the amount of 927,154.06 lei representing income to the state budget from the capitalization of the tubular material resulted from the decommissioning of some parts from the tangible assets belonging to the public domain of the state, together with the interest and related penalties, updated on the date of payment. The expanding of the checks to identify all net amounts arising from the capitalization of dismantled asset items belonging to the public domain of the state, decommissioned and transferred to the budget, at the updated value.

**Trial stage:** First court

**Court hearing:** 09.02.2018

### **39. Case File no. 19290/281/2017 – Ploiești Court**

**Parties:** Conpet – claimant

Sima Dumitrașcu – respondent

**Object: Claims.** Conpet formulated a lawsuit requesting the court:

1. To rule the obligation of the respondent to pay the amount of 3,957.53 lei, representing the rent for the land, for the period 26.05.2014 - 13.01.2017;
2. To rule the obligation of the respondent to pay the amount of 2732,42 lei, representing late payment penalties calculated up to 31.08.2017, the amount to be updated on the date of the actual payment;
3. To rule the obligation of the respondent to pay the sum of 423.33 lei, representing damages for the lack of use of the land, for the period 14.01.2017 - 26.04.2017
4. To rule the obligation of the respondent to pay the court costs.

**Trial stage:** First court

**Court hearing:** 01.02.2018

### **40. Case File no. 19873/281/2017 – Ploiești Court**

**Parties:** Conpet SA – claimant

EURONET SRL – respondent

**Object: Claims.** Conpet initiated a law suit requesting the court:

- to rule the obligation of the respondent to pay the amount of 17,400 lei representing damages in the amount of 20% of the value of the contract;
- to rule the obligation of the respondent to pay the court costs

**Trial stage:** First court

**Court hearing:** 12.01.2018

**41. Case File no. 689/42/2017 – Ploiesti Appellate Court**

**Parties:** Conpet SA – claimant

National Agency of Fiscal Administration - General Division for Complaint Resolution  
- respondent

General Regional Division of Public Finances Galați – County Administration of Public Finances Buzău – respondent

**Object: Contestation against a fiscal administrative act.** Conpet SA filed a law suit requesting the court:

1. to rule the annulment of the **Decision no. 114 / 06.04.2017** issued by ANAF - General Division for Complaint Resolution;
  2. to rule the cancellation of the **Tax Imposition Decision no. F-BZ 436 / 31.10.2016**, regarding the payment additional tax obligations established by the Tax Inspection for Legal Persons issued by the General Regional Department of Public Finances Galați - the County Administration of Public Finances Buzău;
  3. to rule the cancellation of the Tax Inspection Report no. F-BZ 584 / 31.10.2016, concluded by the inspectors of the National Agency for Fiscal Administration - General Regional Department of Public Finances Galați - County Administration of Public Finances Buzău - Fiscal Inspection Service.
  4. to rule the obligation of the respondents to pay the court costs
- During the period 19.10.2015-21.10.2016, based on the delegation of competencies, the inspectors within the Fiscal Inspection Activity Service - D.G.R.F.P. Galați - County Administration of Public Finances Buzău, carried out at the headquarters of the company a fiscal control, having as objectives:

- verification of tax returns and transactions for the tax on profit during the period 01.01.2009-30.06.2015, the value added tax during the period 01.12.2009-30.06.2015 and the tax on income from dividends during the period 01.12.2009-30.06.2015;
- verification of the manner of organisation and management of tax and accounting records.

By the **Tax Imposition Decision no. F-BZ 436 / 31.10.2016** additional tax obligations were established in the total amount of 5,505,101 lei, which consist of: 3.088.868 lei tax on profit; 1,528,155 lei interest / late payment; 432,274 lei delay penalties; 283,613 lei value added tax; 130,782 RON interest / late payment and 41,405 lei delay penalties (the interest / late payments and penalties were calculated up to 31.12.2015).

**Trial stage :** First court

**Court hearing :** --

**42. Case File no. 31709/212/2017 – Constanța Court**

**Parties:** Conpet – petitioner

SPIT Constanța – intimated party

**Object: Contraventional complaint.** Conpet filed a contraventional complaint against the

report of contravention finding and sanctioning no. EPJ0001652 of 16.10.2017 concluded by the Public Service of Taxes and Fess Constanța requesting the admission of the complaint, the annulment of the report and the exoneration of our company from the payment of the fine (1,500 lei), and in subsidiary the replacement of the fine by a formal warning.

**Trial stage:** First court

**Court hearing:** --

#### **43. Case File no. 23166/281/2017 – Ploiești Court**

**Parties:** Conpet SA – contestant

Dobrogeanu Dumitru – intimated party

BEJ Goslan and Stîngă - intimated party

**Object: Reversal of execution.** Conpet initiated a law suit requesting the Court to rule the reversal of the forced execution made in accordance of the executory title represented by the Decision no. 669 of 20.12.2011 of the Prahova Tribunal in the execution file no.771 / 2012 of B.E.J. Goslan Mihai, by the partial restoring of the situation prior to the execution, in order to obligate the respondent DOBROGEANU DUMITRU (pursuant to art. 723 of the Civil Procedure Code) to pay the following amounts:

- 96,698.02 lei representing the amount unduly received by the respondent in the execution file no.771 / 2012 with the title of lack of use for the period 03.11.2006 - 15.08.2012, updated with the inflation index in the period 20.12.2011 - 15.08. 2012; (377906 lei report of Stoica Sever's expertise as paid by the executor by report of amounts issue from 04.10.2012- 281207.98 lei report of Anton Petre = 96698,02)

-3,500 lei representing the amount unduly paid in respect of expenses (lawyer's fee).

- 2,000 lei representing the amount unduly transferred to the account of the Stoica Sever expert

-1,000 lei court costs

- 1,822.32 lei representing a fee received unjustly by the Office of the Executor Judge Mihai Goslan

In subsidiary, to rule the obligation of BEJ Mihai Goslan to pay the following amounts :

- 1,822.32 lei representing unjustly received fee

- 2,000 lei representing the amount unduly transferred to the account of the Stoica Sever expert

Also, it required the legal interest rate update of the amounts of 96,698.02 lei, 3,500 lei, 2,000 lei and 1,822.32 starting with 04.10.2012 (the date of the minutes for the issuance of amounts in execution file no.771 / 2012) up to and including the actual payment.

With court costs.

**Trial stage:** First court

**Court hearing:** 22.01.2018

#### **44. Case File no. 23486/281/2017 – Ploiești Court**

**Parties:** Conpet SA – claimant

Consultanță pentru Infrastructuri terestre / Consulting for Land Infrastructures CONSIT SA

**Object: Claims.** Conpet instituted a lawsuit against the respondent Consultanță pentru Infrastructuri terestre / Consulting for Land Infrastructures CONSIT S.A. requesting the court to rule the obligation of the defendant to pay the following amounts:

- 2700 lei representing damages according to the provisions of art. 17.3 of Contract no. S-CA 85 / 21.03.2016 communicated through the notice of termination no.21580 / 30.05.2017;
- 14,715 lei representing penalties for delay, according to Contract no. S-CA 85 / 21.03.2016 calculated until 07.06.2017 the date of termination of the contract.
- court costs.

**Trial stage:** First court

**Court hearing:** --

**45. Case File no. 9696/315/2017 – Târgoviște Court**

**Parties:** Conpet SA – claimant

Crețu Cătălin – respondent

Crețu Gheorghe – respondent

Niță Ionuț – Bogdan – respondent

Roman Lucian – Marin – respondent

Vasile Andrei – respondent

Dumitrică Aurelian – respondent

**Object:** Conpet SA filed a law suit requesting the court to rule the joint obligation of the respondents to pay the amount of **37,872.18 lei** with the title of civil damages - representing the value of the replacement work of the stolen pipeline (5,472.32 lei) and the repairs of the fiber optic cable destroyed by the respondents (32.054 lei), works necessary for their restoration to the condition before the criminal deed, that is to say in operational order as well as the value of the travel to the place of the deed in order to ascertain its consequences 345.86 lei). It also required that this amount be updated at the legal rate on 10.04.2011, the date of the deed and up to the actual payment date. He also asked the respondents to pay the costs advanced in the case.

**Trial stage:** First court

**Court hearing:** 27.02.2018

**HEAD OF LEGAL DEPARTMENT**  
**Legal Advisor Cornel Bănică**

*The undersigned **ROȘU MONICA-DANA-CORINA**, authorised interpreter and translator for English and French, based on the Authorisation no. 29548 of 2010 issued by the Romanian Ministry of Justice, I certify the accuracy of the translation performed from ROMANIAN into ENGLISH, that the text presented for translation was translated entirely, without omissions, and that by translation the document was not denatured as regards its content or meaning.*

*L.S.*

