

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF GOODS

## I. Definitions and general conditions.

### Art. 1.

Provisions and scope of these Terms and Conditions:

1. "Terms and Conditions" are the current terms and conditions.
2. "Supplier" hereinafter is any of the following companies: "SAMET INTERNATIONAL" EOOD, registered in the Commercial Register at the Registry Agency under UIC 202351103, with head office and management address: 7, Boyan Damyanov Str, floor 2, Mladost district, Sofia 1784, Republic of Bulgaria; "SAMENT ENGINEERING" LTD, entered in the Commercial Register at the Registry Agency with UIC 203277816, with head office and management address: 7, Boyan Damyanov Str., floor 2, Mladost district, Stolichna municipality, Sofia 1784, which sells goods and services. Hereinafter the two companies may be called SAMENT GROUP.
3. "Purchaser / Customer" is a trader, or legal entity who purchases goods from the Supplier, or who orders services provided by the Supplier.
4. "Contract" means the written contract concluded between the Supplier and the Purchaser/ Customer in any of the ways as described in these General Terms and Conditions for the sale of Goods and/ or the provision of Services.
5. Goods are equipment, consumables, spare parts and all other items sold pursuant to the Contract.
6. "Depreciating parts" are easily worn out components.
7. "Services" are the services as described in the Contract, a written offer as submitted to the Supplier, or in an order/ letter of acceptance from the Supplier.
8. "Order" is a form for the provision of the delivery of a good or service, to be completed and signed by the Purchaser/ Customer, or their representative.

### Art. 2.

These General Terms apply to all contracts where the Supplier of Goods and / or Services is any of the companies aforementioned in Art. 1 subsection.2 and which expressly refer to these General Terms and Conditions. These General Terms and Conditions shall also apply to the delivery of goods and / or services on behalf of the Supplier, for which no express

contract has been signed and which are made on the basis of a written offer made by the Supplier and on a customer based order, on the basis thereof that the written offer explicitly refers to these terms and conditions

## **II. Descriptions and characteristics of the goods.**

Art. 3.

Any description of the Goods contained in the Supplier's offer and / or the technical description / specification of the Goods is comprehensive. In the case of contradiction or ambiguity between the texts of these documents, the following, in order of precedence: technical description / specification of the goods, offer to the Supplier, shall be applied.

Art. 4.

The Supplier reserves the right at any time to change its catalogues, technical leaflets and any other materials.

## **III. Terms of employment and contract.**

Art. 5.

Assignment of work with respect to the production and delivery of goods requiring subsequent installation / assembly / activities is to be carried out with a specific written contract, as signed by the Supplier / Sament Group / and Purchaser/ Customer.

Art.6.

(1)The assignment of work for the production of goods, the provision of services of a productive nature, or the provision of support of a service nature, may only be carried out on the basis of a written assignment (order) as signed by the Purchaser/Customer.

(2)Contracts and orders shall only be considered if received in writing and signed by a person with representative authority on behalf of the Purchaser, at the local national office of the Supplier.

Art .7.

These General Terms and Conditions will apply and there may be a commercial transaction without having to sign an explicit contract, on the basis of the order sent by the Supplier in a written confirmation (order) to the Purchaser, or when the Purchaser has made payment (partial payment) and implementation of the assigned work on the part of the Supplier has

started.

#### **IV. Prices and Terms of payment.**

Art. 8.

The agreed prices are in the figure and currency as specified in the Contract. The Order or the Tender, excluding VAT does not include bank or customs fees, insurance, or any other additional costs.

Art. 9.

Unless otherwise mutually agreed, payment shall be made no later than 3 (three) business days following the delivery / service completion.

#### **V. Delays in payment, penalties.**

Art. 10.

Unless otherwise mutually agreed a penalty interest of 0.1% per day on the value of delayed payment (arrears) must be paid by the Purchaser / Customer to the Supplier, but not to be more than 10% of the contract value.

#### **VI. Term of Execution.**

Art. 11.

The period for completion of the work assigned by the Contractor is specified in the Contract / Contract / Offer.

Art. 12.

Delays in completion and any penalties relating to such delays shall be subject to a written agreement between the parties.

#### **VII. Conditions of storage and delivery of ordered goods.**

Art. 13.

The Supplier to assume responsibility for the storage of manufactured goods in his warehouses. In this case, the Supplier undertakes to store the goods under conditions that do not interfere with their condition and subsequent use.

#### Art. 14.

Contracts for the production and delivery of goods with subsequent installation activities, which are to be completed by the Supplier, such delivery conditions to be to the place of execution. In this case, the responsibility for the organization of the delivery, the transportation of goods, transport risk, all loading and unloading activities, etc. is to be that of the Supplier. Deviations from these conditions are only possible if expressly agreed in writing by both parties.

#### Art. 15.

In the event of the assigning of work only for the production of goods, the terms of delivery are ExW. In this case, the Supplier's responsibility is to load the goods onto a Purchaser / Customer's transport platform. Costs and risks related to the subsequent transportation of goods, loading and unloading activities, etc. are at the expense of the Purchaser.

#### Art16.

Other delivery terms are possible only if explicitly agreed in writing between the Supplier/Sament Group and the Purchaser / Customer.

#### Art. 17.

Notwithstanding the responsibility for the transportation of the goods, the said goods must always be accompanied by supporting documentation - a packing sheet and other documents as specifically mentioned in the Contract / order / offer. The preparation of said documents is the responsibility of the Supplier.

### **VIII. Transfer of ownership.**

#### Art. 18.

The ownership of the goods shall be transferred upon full execution of the Contract / order / offer by the Purchaser / Customer and upon full payment of the final price by the latter.

#### Art. 19.

Upon the transfer of ownership of the goods, the Supplier undertakes to submit to the Purchaser / Customer all and full accompanying technical documentation for subsequent full and safe use of the goods provided. These documents will be drafted in English and the national language of the place of execution (or in any other language expressly mentioned in the

contract / order/offer), and all units of measurement will correspond to the International System of Units (SI).

### **IX. Intellectual property rights. Violation of intellectual property rights. Written documentation on contracts.**

Art. 20.

(1) All drawings, specifications and any other documents that have been, or will be prepared and provided by the Supplier in connection with the contract for the supply of goods and / or services remain solely and exclusively the property of the Supplier, or of a third party, with whom the Supplier has working-relations and is protected under the Copyright and Related Rights Act.

(2) The Supplier shall grant to The Purchaser / Customer the right to use these documents for the operation or maintenance of the goods and / or systems, resulting from the implementation of the assembly process of the goods, for their intended purpose.

(3) The Purchaser / Customer shall receive a license to use the intellectual property rights in relation only to the goods and / or systems resulting from the implementation of the assembly process and with regards to their intended and contractual purpose for use on the territory of the respective country where the same shall be used.

(4) The Supplier shall not be liable for:

1. Third party approvals (including, but not limited to, authorization of state authorities, official permits, etc.) necessary for the use and operation of the goods and / or systems resulting from the implementation of the assembly process of the goods on the territory of the country where they shall be used;

2. Infringement of third party rights based on modifications to the goods and / or systems resulting from the implementation of the assembly process of the goods by the Purchaser / Customer and / or any other third person without the prior approval of the Supplier; modifications to the goods and / or systems resulting from the implementation of the assembly process carried out on the goods by the Purchaser / Customer and / or any other third person following the Supplier's prior approval, but not in accordance with the instructions as issued by the Supplier, their employees and / or subcontractors, as well as any specifications, guidelines and / or drawings provided by the Purchaser / Customer, or any third person, and / or materials and / or products / goods provided by the Purchaser / any other third party.

Art. 21.

The information contained in the Technical Documentation, which remains the Intellectual Property of the Supplier, is provided to the Purchaser / Customer only for their use and may not be distributed to third parties without the express written permission of the Supplier.

## **X. Quality assurance.**

Art. 22.

The supplier undertakes to establish and maintain in operation a quality control system so as to guarantee the production of goods and products of excellent quality.

## **XI. Obligations of Purchaser / Customer.**

Art. 23.

(1) The buyer / customer has the following obligations, the non-fulfillment of which may lead to delay in the fulfillment of the Suppliers contractual obligations, as provided for in Art. 96 of the Law on Obligations and Contracts and its consequences:

1. When the contract provides for the training of the Purchaser / Customer's personnel in order to work with the goods and / or systems, following the implementation of the assembly process, ensure the provision of personnel to be trained;
2. Observe rules on health and safety in the workplace to ensure the safe handling of the goods;
3. Full cost for all necessary permits, approvals, etc., necessary for the commissioning and use of the goods and / or the systems, resulting from the implementation of the assembly process of the goods will be borne by the Purchaser;
4. The goods and / or the systems, resulting from the execution of deliveries and / or assembly processes of the goods, are only to be used for pre-agreed purposes.

(2) In the case of a service contract in addition to those as provided in Art.25 par. 1 of Obligations, the Purchaser / Customer is also obliged to:

1. Observe the instructions from the operations manual for the goods and / or systems, resulting from the implementation of the assembly process of

the goods, with regards to servicing and only permit the management, or the handling of the equipment to be performed by personnel as trained by the Supplier;

2. Provide such additional staff, for free of charge, as may be required for service operations and to the extent as required;

3. Ensure, that prior to the arrival of service contractors for routine contractual service operations, that the goods and / or systems ,resulting from the implementation of the assembly processes of said goods, are not in use and have been cleaned;

4. Provide access to the goods and / or systems, resulting from the implementation of the assembly process carried out on the goods, for servicing and service operations, during normal working hours and hours from 08.00 h to 17.00 h. Bulgarian time, as covered by the service contract.

## **XII. Issuing of Invoices.**

Art 24

Issuance of invoices, together with accompanying information, shall be in accordance with International Accounting Standards and any relevant at that time local national regulations.

## **XIII. Warranty.**

Art. 25.

Under and in accordance with the General Warranty of Sament Group the Purchaser/ Customer is entitled to file claims related to the quality of the goods, products, services, etc.

Art. 26.

The Supplier's responsibility does not cover damage resulting from circumstances beyond the reasonable control of the Supplier, its employees and / or subcontractors, such as but not limited to:

1. Resultant damages from improper installation, improper commissioning and / or subsequent improper operation by the Purchaser/ Customer and / or any third party.

2. Damages caused by a change in the technical parameters of the goods and / or systems resulting from the implementation of the assembly process performed on the goods by the Purchaser / Customer and / or any third party without the consent or in the absence of an explicit written Power of Attorney in favor of the Purchaser / Customer, regarding these

actions, from the Supplier.

3. Normal wear and tear.

4. Depreciating parts.

5. Damages due to non-compliance with the instructions as laid out in the Operations Manual (operation and maintenance).

6. Damage resulting from the improper use of components, materials, products etc, which are included in the packing.

7. Unsuitable buildings.

8. Improper or negligent handling of the goods and / or systems during the implementation of the assembly process of the goods, including the handling of the goods and / or systems, resulting from the realization of the assembly process of the goods by persons who have not been trained by the Supplier.

9. Impacts of a chemical, electronic or electrical nature, abnormal temperatures, weather conditions or similar, or natural circumstances beyond the will and control of the Provider (force majeure).

Art. 27.

The warranties provided in the General Warranty Terms of the Sament Group are exclusive and exclude any other express, implied oral or written guarantees, including warranties of fitness for purposes other than the stated normal or agreed purpose, and the marketability / marketing of the packaged commodity.

Art. 28.

The Supplier's warranty or liability does not cover personal injury, damage to property or loss of economic profit.

#### **XIV. Limitation of Liability.**

Art. 29.

The Supplier shall not bear any liability for any indirect damages or losses, or for any damages or losses subsequently incurred thereafter, in particular but not limited to, loss of production or interruption of the production process, loss of profit or the loss of contracts, the inability to use equipment and / or systems arising from the implementation of the assembly process involving the goods and or other property.



## **XV. Confidentiality and data protection.**

Art. 30.

- (1) The Supplier and the Purchaser / the Client undertake not to disclose information regarding the operating procedures, equipment, property, documentation, etc. which the parties have received during the course of the performance of the contract / order / offer to third parties, except with the express written consent of the interested party.
- (2) The parties undertake not to divulge personal data received during the execution of the contract / order / offer and to process this data in compliance with local national regulations.

## **XVI. Other provisions.**

### **Severability**

Art. 31.

In the event that any of the clauses of these General Terms and Conditions, and / or the Contract becomes invalid, this shall not entail the invalidation of the whole Contract, other clauses or parts thereof. The invalid clause will be replaced by the mandatory rules of law.

### **Applicable law**

Art. 32.

- (1) The contractual relationship between the Supplier and the Purchaser / Customer regarding the delivery of goods and / or services by the Supplier shall be governed and interpreted in accordance with Bulgarian legislation.
- (2) All matters not regulated by these General Terms and Conditions and / or the Contract shall be governed exclusively under the provisions of the current legislation of the Republic of Bulgaria.

### **Settlement of disputes**

Art. 33.

The parties shall endeavor to settle disputes in a spirit of understanding and goodwill. Unless otherwise agreed in the contract, in the absence of agreement, any unresolved disputes arising out of or in connection with the

agreement, including disputes arising out of, or relating to its interpretation, invalidity, execution or termination, as well as disputes about the filling in of the contract, or adapting it to newly arisen circumstances, will be settled under Bulgarian legislation before the competent court in the city of Sofia Bulgaria.

*These general terms and conditions are approved by the manager of SAMENT INTERNATIONAL EOOD and SAMENT ENGINEERING EOOD and are valid from 01.10.2017.*