

GENERAL TERMS AND CONDITIONS FOR DELIVERY OF GOODS BY “BULPRO 2004” LTD

I. GENERAL CONDITIONS:

Art. 1. The present General Terms and Conditions lay down the terms for delivery of goods by “Bulpro 2004” Ltd under bilateral and trilateral commercial transactions and apply for all the cases in which there have not been specifically stipulated different conditions.

Art. 2. The Buyer obliges to receive the delivered by “Bulpro 2004” Ltd goods in accordance with a confirmed order and to pay its value within the negotiated term after each consecutive delivery is made or in accordance with the present General Terms and Conditions.

Art. 3. Every order which is received is subject to confirmation by “Bulpro 2004” Ltd, the confirmation stating the kind, quantity, price, term of payment and way of payment, currency of the payment, terms of delivery or Incoterms term in the cases of delivery outside the territory of Bulgaria, as well as all additional and preliminary agreed upon terms and conditions which are to apply for the particular delivery. This confirmation is considered to be a reason for delivery.

Art. 4. In case that “Bulpro 2004” Ltd. has a rightful reason not to make a delivery which has been initially confirmed, the company timely informs the buyer indicating the first possible date for delivery. The aforementioned does not represent a violation of the contract and it does not give a reason to the buyer for claims for delayed delivery.

Art. 5. In case the buyer requests the delivery to be carried out within a shorter term than the already requested and upon lack of possibility for “Bulpro 2004” Ltd. to comply with this new term, it has the right to refuse without this leading to unfavorable consequences for it.

Art. 6. The delivery of the goods on the territory of Bulgaria is certified by the issued by “Bulpro 2004” Ltd. Invoice and its handing to the buyer by e-mail or fax and afterwards also in original on paper.

Art. 7. The delivery of the goods outside the territory of Bulgaria takes place in the moment and place according to the confirmed terms of delivery from the confirmed order.

Art. 8. (1) The risk of an accidental perishing or damaging of the goods passes to the buyer from the moment of the delivery of the goods to him as per art. 6 or art. 7 from the present General Terms and Conditions for Delivery.

(2) The goods delivered remain property of “Bulpro 2004” Ltd. until the moment of the full payment by the buyer of the invoiced value, as well as of the possibly added interests, defaults under art. 24 from the present Terms and Conditions for Delivery, additional costs, etc.

II. QUANTITY, QUALITY AND CLAIMS:

Art. 9. The quantity of the delivered goods is determined into the confirmed by “Bulpro 2004” Ltd. order in accordance with art. 3 from the present General Terms and Conditions for Delivery.

Art. 10. The quality of the delivered goods is determined in accordance with preliminary provided technical specifications from producers or samples approved by the client, being able the latter to mention or quote them into his order for each particular delivery.

Art. 11. (1) Claims on the quantity of the delivered goods are to be made at the moment of the delivery in accordance with art. 6 and art. 7 from the present General Terms and Conditions for Delivery

(2) In case the goods do not comply with the requirements determined into the confirmed order as per art. 3 from the present General Terms and Conditions for Delivery, the buyer has to inform “Bulpro 2004” Ltd. immediately upon receipt of the goods. If he fails to do so, the goods are considered as approved.

Art. 12. (1) Claims on the quality of the delivered goods, not related and not aroused during the transportation of the goods, are to be made in written within 7 calendar days from the moment of the delivery of the goods in accordance with art. 6 and art. 7 from the present General Terms and Conditions of Delivery, but in any case before the goods have been utilized in any way whatsoever by the buyer.

(2) Claims in accordance with the previous paragraph must be made in written and to be

motivated. The written claim must quote accurately the kind of goods, the date of delivery, the number of the invoice and the transport document.

Art. 13. (1) Claims on the quality of the delivered goods, related to defects aroused during the transportation and which were visible at the time of unloading of the goods are to be made against the forwarder following the procedures established in the Convention on the Contract for the International Carriage of Goods by Road (CMR), Convention concerning International Carriage by Rail (COTIF) and the The Hague and Hague-Visby Rules for unification of the rules for Carriage of Goods by Sea.

(2) Claims on the quality of the delivered goods, related to defects aroused during the transportation, which were not visible at the time of the unloading of the goods are to be made within a 3-day period after the unloading.

Art. 14. In case of claims:

(1) The Receiver is obliged to immediately store the goods separately from any other goods, in a way that any possible contamination from goods delivered from other suppliers to the receiver is excluded.

(2) Upon receipt of claim, "Bulpro 2004" Ltd. immediately makes a request to the producer for opening of the samples kept from the batches of the respective delivery.

(3) The samples of the goods kept by the producer are to be examined in a certified laboratory, appointed by the competent authority in the country of origin.

(4) In case of a need or request by some of the parties to be made a second analysis of the arbitrary sample, the procedure applicable in the country of origin of the goods is to be followed.

(5) The results obtained by the certified laboratory in accordance with the procedure prescribed by the competent authority in the country of origin of the goods are obligatory for the parties under the contract.

(6) The costs for the laboratory analysis are to be paid by the receiver of the goods in advance and remain on his account in case the claim proves to have been groundless.

Art. 15. In case the claim is grounded, the receiver of the goods has to keep with the due diligence the shipment in a good condition, clear from admixtures and contamination until it is returned to "Bulpro 2004" Ltd. or directly to the producer.

Art 16. "Bulpro 2004" Ltd. takes back on its account the goods delivered to the receiver and returns the sell price within 30 /thirty/ days period from the date on which following conditions have been cumulatively completed:

- the advice for the results acquired from the final analysis in accordance with art. 14 above is received

- the goods have been returned to "Bulpro 2004" Ltd. in accordance with art. 15 and art. 14, par. 1.

- Credit notes against the issued invoices have been issued and received in accordance with the tax legislation in force.

Art. 17. At the arrival of the goods in the warehouse of "Bulpro 2004" Ltd. or of the producer they will be weighted on a weighbridge, or counted in case of delivery of countable goods, so that the exact quantity can be established, and afterwards this established quantity will be considered while issuing accounting documents to verify the return of the goods.

Art. 18. In case the goods have not been returned in the condition stipulated in art. 15 and art. 14, par. 1 above and that this is not due to an action or lack of action of the forwarder, "Bulpro 2004" Ltd. will keep 10 % /ten percent/ from the price value as a default and to be able to cover the expenses for the good's restoring in a usable condition or its destroying.

Art. 19. "Bulpro 2004" Ltd. is not responsible for damages or deviations from the quality of the goods which have appeared as a result of its wrong storage, usage and exploitation on behalf of the buyer.

III. SALE PRICE, TERMS OF PAYMENT:

Art. 20. The price, the term of payment and the way of payment for the delivered are determined into the confirmed by "Bulpro 2004" Ltd. order as per art. 3 from the present General Terms and Conditions of Delivery.

Art. 21. The price determined in accordance with the previous article can be altered only with the mutual written consent of the parties, or with a unilateral written advice on behalf of "Bulpro 2004"

Ltd. as a result of abrupt changes in the economic situation in the country or on the international market.

Art. 22. As an official document being correct and valid proof for the existence of the financial claim on behalf of “Bulpro 2004” Ltd. is considered the issued invoice, verifying the amount and term of payment and handed to the buyer through e-mail, fax or via postal service or courier as a registered mail.

VI. NON-FULFILLMENT. CONSEQUENCES FROM THE NON-FULFILLMENT:

Art. 23. “Bulpro 2004” Ltd. does not bear responsibility for non-fulfillment (including delayed fulfillment) in case it is caused by force majeure, restrictions, limitations, orders etc., which were imposed through individual acts of state and municipal authorities.

Art. 24. In case of delayed payment of the price in accordance with art. 20 from the present General Terms and Conditions of Delivery, the buyer owes to “Bulpro 2004” Ltd. a default to the amount of 0.5 % from the amount due for every day of delay, but not more than 20% from the unpaid part of the value of the goods in accordance with the issued invoice.

Art. 25. In case the delay of payment has lasted for more than 5 (five) working days, “Bulpro 2004” Ltd. has the right to unilaterally refuse to complete all the orders of the remiss in payment buyer, which have been already confirmed, but not yet completed, keeping in the same time its right to receive default under the already issued and overdue invoices.

Art. 26. In case of delivery, carried out under the conditions of commission agreement, “Bulpro 2004” Ltd. keeps its right to pay the amount of the commission to its agent only after the full payment of the value of the invoice, as well as to the eventually calculated interests, defaults under art. 24 of the present General Terms and Conditions of Delivery, additional costs etc., on behalf of the final buyer.

V. OTHER TERMS AND CONDITIONS:

Art. 27. The parties under the contract for delivery of goods are considered bound with all the changes and additions to the present General Terms and Conditions of Delivery made unilaterally by “Bulpro 2004” Ltd. and published before the receipt of the goods on the official internet site of “Bulpro 2004” Ltd. – www.bulpro2004.com

Art. 28. To every dispute related to delivery of goods on behalf of “Bulpro 2004” Ltd., including disputes and contradictions regarding the interpretation, fulfillment and non-fulfillment of the present General Terms and Conditions of Delivery, as well as to all the issues not settled in the present General Terms and Conditions is to be applied the Bulgarian legislation, the parties having to settle their relations through an agreement.

Art. 29. In case of not reaching an agreement all the disputes arisen from the present contract or related to it, including the disputes, arisen or related to its interpretation, nullity, fulfillment or cancellation, as well as the disputes about filling in of omissions in the contract or its adaptation to newly arisen circumstances will be solved by the Arbitrary Court of the Bulgarian Chamber of Commerce and Industry in accordance with its Rules for cases based on arbitrary agreements.

Sofia
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