

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE OF APPLICATION

These General Terms and Conditions of sale and delivery shall be applicable to all sales made by **AECTRA PLASTICS EOOD**, UIC 130969629 (hereinafter "the Seller") on the territory of the Republic of Bulgaria. Any terms and conditions of sale and delivery other or contradictory to these, as well as any other restrictions by the Buyer, shall not be applied, unless agreed in writing between the parties with the explicit consent of the Seller. The General Terms and Conditions have the force and effect of a framework agreement for all deliveries made by AECTRA PLASTICS EOOD.

### 2. AGREEMENT

2.1 The offers of the Buyer shall be binding until the expiry of the term determined in them or until their explicit withdrawal.  
2.2 The Buyer shall have no right to assign the offer addressed to him to the representatives of third parties.  
2.3 The order shall become binding for the Buyer only if it is in writing and explicitly referring to the type and quantity of the products and is confirmed in writing by the Seller or an authorized representative thereof.  
2.4 The placement of an order shall be considered to be a recognition of these General Terms and Conditions of sale, even if the Buyer refers to his own terms of purchase and delivery.

### 3. PRICES AND PAYMENTS

3.1 The products are invoiced by the prices that are effective at the date of invoice issuing, whereas the conditions shall be specified pursuant to the latest version of Incoterms 2020.  
3.2 The Seller reserves the right to change unilaterally the specified prices of the products, but is obliged to notify the Client in writing thereof.  
3.3 The payments shall be made immediately after the issuing of the invoice, unless there is a different deadline specified in the issued invoice.  
3.4 The prices are given in euro (EUR) per kilogram and the offer gives a breakdown of everything included in the price.  
3.5 The final amount in the invoice is in Bulgarian leva inclusive of VAT and shall be payable in full by the deadline specified in it. 3.3.  
3.6 The equivalent amount in BGN of the invoiced products and services shall be calculated on the basis of their price in Euro according to the fixed rate of BNB at the invoice issue date.  
3.7 In case of late payment, the Buyer shall owe an interest at the amount of 1% of the amount of the purchase for each day in arrears, or as specified in the contract subsequently signed between the parties. If there is no such contract these terms and conditions of sale shall be in force and effect for the parties. The Seller shall issue a debit invoice for the charged interest. If the Buyer has delayed his due payments by more than 10 days, the Seller may put on halt the deliveries to the Buyer.  
3.8 All payments shall be made by bank transfer to the bank account specified by the Seller upon issuing of invoice. The payment shall be deemed made only after the account of the Seller is credited with the amount payable by the Buyer.  
3.9 The Seller shall issue a fiscal invoice in electronic format, whereas in order to guarantee the authenticity of invoices they shall be sent only from an e-mail with domain address @aectra-plastics.bg.

### 4. DELIVERY

4.1 The deliveries will be made depending on the availability and capabilities of the Seller.  
4.2 The delivery deadline is agreed between the Seller and Buyer for each individual order.  
4.3 The deliveries shall be made pursuant to Incoterms 2020 as specified in the order confirmation.  
4.4 The risk of accidental damage or occurrence of any other expenses shall be transferred to the Buyer or a person/company in charge of the delivery upon handing over the products.  
4.5 The products are accepted by the Buyer or persons authorized thereby. Upon accepting the delivery of products, the Buyer, or respectively a person authorized thereby, shall sign an Acceptance and Delivery Certificate for the delivered products. The Buyer undertakes to notify the Seller in writing of the persons authorized to make written orders for delivery of products pursuant to it. 2.3 and accept the products. If there is a change in the authorized persons under the preceding sentence, the products shall be deemed duly delivered and accepted by the Buyer if the Acceptance and Delivery Certificate has been signed.  
4.6 The products shall be delivered in their original packaging and accompanied by a Certificate of Analysis issued by the manufacturer, and it shall be indicated that the Seller shall not be held liable for their use for other purposes and under conditions different from the ones specified by the manufacturer, or stored in any manner other than the specified.  
4.7 The Buyer has no right to refuse to pay for the accepted products, by offering to return them to the Seller. If the packaging is undamaged and the Seller has given his written consent, the transport costs shall be for the expense of the Buyer.

### 5. WARRANTIES

The Seller guarantees that the products delivered thereby are fit for use, have a quality certificate and are compliant with all established quality standards and requirements.

### 6. COMPLAINTS

6.1 The products shall be inspected upon receipt, whereas complaints about quantities and about damaged packaging shall be made immediately upon the receipt of the products and indicated in a certificate. From that point onwards, the products shall be accepted and complaints to the Seller shall not be accepted.  
6.2 Complaints about defects that have remained unnoticed during a thorough inspection of the products shall be submitted in writing and accompanied by a certificate and photo evidence, but no later than 5 business days of receiving the products.  
6.3 In case of accurate and reasonable complaint, the Seller at its own discretion may add to the volume of missing products, indemnify the Buyer by a credit note or make a discount from the price of the products.  
6.4 Complaints can be made only for products that are not used in the production process and are in the form in which they were delivered, have not been handled inaccurately and/or mixed with other materials.  
6.5 The Seller shall not accept complaints if the specified deadlines are not met, as well as in case of defects resulting from inaccurate treatment, storage or handling after the delivery of the products to the Buyer.  
6.6 The complaint shall not be deemed as grounds for the Buyer to refuse subsequent deliveries.

### 7. LIABILITY

7.1 The Seller shall be held liable only for direct damages resulting from the delivery, caused willfully or due to gross negligence.  
7.2 The Seller shall not be held liable for a loss or damage caused by his inability to deliver the products for reasons beyond his control or for a delay of the delivery of these products, incl. a delay by a courier, carrier or forwarder or their contractors, regardless of whether they have been contracted by the Seller.  
7.3 The Seller shall not be held liable for delayed acceptance or unreasonable refusal by the Buyer to accept the products. In this case, the Buyer shall not be exempt from his payment obligation and shall pay to the Seller all expenses ensuing from the delay/refusal, whereas the Seller shall have the right to refuse fully or in part subsequent deliveries under the respective contract/order or under any other contractual relations with the Buyer, as well as to terminate the contract without prior notice.  
7.4 Force majeure circumstances, incl. ones declared by the suppliers of the Seller, shall exempt them from delivery obligations.  
7.5 The use and processing of the received products shall be carried out entirely at the responsibility of the Buyer and the Seller shall not be held liable for the purposes for which the Buyer intends to use them.  
7.6 If a lawsuit is filed against the Buyer in order to initiate insolvency proceedings, and/or a procedure is initiated for termination or restructuring of the Buyer or if during the period from the date of the order or the date on which a partial advance payment is made to the date of the effective delivery of the ordered products the Buyer is faced with financial difficulties, the legal representative of the Buyer shall immediately notify the Seller in writing thereof, but no later than 5 calendar days of the notification by the Court and/or of the date of the decision of the competent body of the Buyer for the respective change, respectively from the date of occurrence of an event resulting in financial difficulties for the Buyer, including but not limited to enforcement against the significant assets of the Buyer, attachment or foreclosure imposed on the assets of the Buyer. In such cases, the Seller shall be entitled to cancel the contract/ to refuse to make the order confirmed thereby and not make the delivery of the products or request an advance payment for the entire delivery.

### 8. LAW AND DISPUTES

8.1 The transactions to which these terms and conditions are applicable shall be regulated by the Bulgarian law. All disputes ensuing from the transactions to which these terms and conditions apply or relating to them, including but not limited to disputes ensuing from or pertaining to their interpretation, invalidity, implementation, or adjustment to newly emerging circumstances, shall be settled by the parties and the parties agree that by virtue of Art. 117, para. 2 of the Civil Procedure Code the disputes shall be settled by the Sofia Regional court as court of first instance, or by the Sofia City Court respectively, in line with the rules of the jurisdiction applicable to the subject matter of the dispute.