



GENERAL TERMS AND CONDITIONS FOR SALE

I. GENERAL PROVISIONS

1. These GENERAL TERMS AND CONDITIONS FOR SALES, hereinafter referred to as GTC, are the standard contractual terms applicable to all business transactions concluded between **AFER BULGARIA LTD.**, hereinafter referred to as the SELLER, as one party, and a natural person or legal entity, hereinafter referred to as the BUYER, as the other party, where the SELLER undertakes to transfer the ownership of and deliver, and the BUYER undertakes to pay for and accept the goods it has ordered.
2. For each transaction between the SELLER and the BUYER, collectively referred to as the PARTIES, a sale and purchase contract shall be concluded, hereinafter referred to as the CONTRACT, specifying the special conditions agreed by the PARTIES. The CONTRACT shall specify the parameters of the concluded transaction in terms of type and description of the goods, quantity, packaging, price, delivery time, etc., as well as explicitly set out any deviations from these GTC, if such deviations have been agreed between the PARTIES. By signing the CONTRACT, the BUYER accepts and agrees with the validity of these GTC.
3. The combination of the special conditions set out in the CONTRACT and these GTC comprises the entire agreement reached between the PARTIES in relation to the sale of the goods. All prior arrangements, exchanged offers and counter-offers and other preliminary arrangements and agreements shall be superseded by and incorporated into the CONTRACT concluded between the PARTIES.

II. INFORMATION REGARDING THE GOODS AND/OR SERVICE

4. Statements made by the SELLER in printed materials and/or mass media and/or on a website regarding prices, technical and/or quality parameters or other information about

the offered goods shall be binding on it only if the CONTRACT expressly cites them.

5. The samples of goods provided to the BUYER shall be regarded as standard samples and the SELLER shall not be liable for the full conformity of the delivered goods with the sample.
6. The commercial information provided about the goods, including samples, analyses, as well as any price proposals (offers) made, shall be used by the PARTIES for the sole purpose of concluding the CONTRACT, and the BUYER shall not be entitled to disseminate it or provide it directly or indirectly to third parties.

III. ORDERING AND SHIPPING OF THE AGREED QUANTITIES

7. Allocation of the daily quantities under the CONTRACT. The maximum daily dispatch of the agreed quantities shall be planned and agreed in the form of an indicative daily schedule upon signing of the sale and purchase CONTRACT, depending on the operating capacity of the SELLER and the number of working days during the term of execution of the CONTRACT.
8. The planning of the daily dispatch shall be done in the following order:
 - i. On weekly basis the BUYER, using the client portal available at <https://clients.agropolychim.bg>, shall upload its orders for expedition with its own transport specifying the concrete product, origin, package and planned (forecasted) for loading quantities under the CONTRACT (for FCA orders, Incoterms 2010). These quantities shall be allocated in each and every separate day of following week. The BUYER shall be able to select products, origin, packaging only from pre-approved lists of the SELLER which are available to the BUYER on the SELLER's portal. On weekly basis, the Buyer shall order

- requested quantities for shipment by Seller's means of transport (for DAP orders, Incoterms 2010). These quantities shall be allocated in each and every separate day of following week. In this case, after submitting the order, the BUYER shall receive from the SELLER a price offer for the transport service through the customer portal, which price should be confirmed or refused by the BUYER through the portal no later than 1 (one) day before the first date of loading.
- ii. Weekly planning orders are accepted until 5:30 p.m. every Thursday of the week preceding the week of shipment of the goods.
 - iii. Weekly planning orders are reviewed, approved and/or amended by the SELLER between 10:30 a.m. and 11:30 a.m. every Friday of the week preceding the week of shipment of the goods. Any approvals and amendments shall be visible to the BUYER on the client portal and after making them, it shall be regarded as notified.
 - iv. Amended or approved order quantities shall be considered final and the BUYER shall be able to request shipping accordingly.
 - v. Notwithstanding the above, orders can also be accepted for the current week, but not later than 1 (one) day before the shipping for FCA orders and not later than 3 (three) days for DAP orders, but only if the SELLER has the availability and capability to execute them.
 - vi. Shipping orders for the same calendar day shall not be accepted and fulfilled.
 - vii. The BUYER shall have the right to decrease its forecast in the order within 24 hours of the shipping, but not later than 12:00 noon on the previous day, in compliance of item 10(i) and (ii).
 - viii. All orders in the client portal are tagged with a status depending on the progress of their approval. The BUYER is obligated to monitor the current status of its orders.
9. Nomination of vehicles.
- i. After the Seller's approval of the shipping orders for particular dates, time ranges will be available for the BUYER in the clients portal to be selected and booked. The vacant time ranges shall be visible to the BUYER in the portal at the start of the process of nominating the vehicles.
 - ii. The duration of a time range is 3 hours and the first one starts at 12:01 a.m. every day.
 - iii. The quantities available for shipping within a certain time range shall be determined by the Seller depending on its current operating capability and shall be exhausted in the sequence of the received nominations.
 - iv. The time ranges booked and the vehicles nominated for already approved shipping orders do not require additional approval by the SELLER. This allows the BUYER to specify the details of each shipment at any time of the day for the current or following week using all vacant time ranges.
 - v. Shipping orders, which are not prepaid or insured by a credit limit in the Seller's system shall be automatically blocked upon their presence until they are financially secured.
 - vi. In the event that the BUYER fails to execute the dispatch booked for a specific time range due to absence of the vehicle or lack of financial coverage, the requested quantity shall be loaded during a subsequent time range after the processing of all vehicles nominated for this specific time range at the discretion of the SELLER. The SELLER does not guarantee that the loading of the respective vehicle shall take place on the same calendar date on which the initial dispatch request is made.
 - vii. If a vehicle misses its 3- time range by Seller's fault it shall be loaded as early as possible during the next time range before all other vehicles nominated for that range, even if this requires an extension of the term of the CONTRACT in respect of the quantities concerned.
10. Deviation from the approved shipping plan.
- i. The quantities agreed under the indicative schedule according to item 7

shall be considered basic for the purposes of the specific planning and approval of the daily dispatch between the BUYER and the SELLER. The SELLER has no obligation to accept and load orders exceeding the pre-agreed daily volume according to item 7.

- ii. The approved daily quantity according to the weekly planning procedure of each CONTRACT (item 8) may be increased on BUYER's request up to 15 % of the approved volume for the respective day (rounded up to the weight of one shipping unit – 25 tones). Each request for increase shall be subject to approval by the SELLER.
- iii. If the Buyer fails to load the daily quantity approved by the BUYER with more than 15 % (rounded up to the weight of one shipping unit – 25 tones) the BUYER shall owe a penalty of 1 EUR/T (one euro per ton), VAT excluded, for each ordered ton that hasn't been dispatched. When calculating the penalty due for the respective day, the tolerance under the previous sentence shall be deducted, as well as the quantities that have not been dispatched as a result of vehicles being absent due to force majeure (within the meaning of item 58 of Section XIV below). No penalty shall be charged for quantities smaller than 15 (fifteen) tones per day that have not been dispatched.

IV. DELIVERY OF THE GOODS

11. Except as otherwise provided in the CONTRACT, the delivery condition for the goods by the SELLER to the BUYER is in the warehouse of AGROPOLYCHIM AD in the town of Devnya, loaded on a carrier's means of transport (Free Carrier (FCA)), according to INCOTERMS 2010, developed and published by the International Chamber of Commerce in Paris (ICC).
12. The delivery of the goods subject to the CONTRACT shall be carried out on the basis of electronic dispatch requests generated by the electronic customer portal of the SELLER under the terms and within the deadlines specified in the preceding Section III. Requests for rail transport can be made by e-mail. The dispatch requests must contain: shipment date; description of the goods; packaging; quantity; place of unloading the goods (for vehicles leaving the country); name and address of the final recipient of the goods (consignee), if different from the BUYER, declarations, confirmations and/or notifications related to the organization of transportation. In addition to the above, the following shall also be indicated in the requests for delivery:
 - for road transport – registration plate number of the vehicle (tow truck); registration plate number of the trailer (for vehicles leaving the country); name, surname and PIN of the vehicle driver; ID card or passport number (for foreign drivers);
 - for railway transport – number of wagons, registration numbers of the wagons.
13. Unless otherwise agreed in the CONTRACT, it shall be considered that the SELLER has the obligation to deliver the goods in equal consignments within the agreed term.
14. In the event that no time period has been agreed for the delivery of the goods, the time period shall commence on the date of signature of the CONTRACT.
15. The date of fulfilment of the SELLER's obligations under this CONTRACT shall be the date of loading the goods, reflected in the taking-over certificate accompanying the goods, unless otherwise provided for in the CONTRACT.
16. The SELLER shall fulfil its obligations under the CONTRACT by loading the goods on the vehicle (car, railway wagon, etc.), whether rented by the BUYER or provided by the SELLER, or by handing over the goods to a shipping agent designated by the BUYER, unless otherwise provided for in the CONTRACT.
17. After the SELLER delivers the goods to the BUYER, the BUYER (where applicable) shall be responsible for any damage caused by their failure to comply with the provisions of the regulations set forth in Section XII.
18. The quantity of the goods handed over to the BUYER shall be the quantity specified in the documents issued by the SELLER. Such quantity shall be verified using the commercial metering devices installed in the place of loading and owned by the warehouse operator.
19. In the event that, by fault of the SELLER, the quantities ordered and accepted for shipment during a given calendar week are not delivered in accordance with the timetable confirmed between the PARTIES, the SELLER undertakes to carry out such dispatches in a subsequent period, even if this requires an extension of the

term of the CONTRACT. In this case, the BUYER shall have the right to refuse to accept the subsequent delivery of the goods that were not shipped within the agreed period, if the extension of the delivery time proposed by the SELLER exceeds half the term of the CONTRACT. However, the SELLER shall not be obliged to pay any sanctions, penalties and/or damages as a result of the delayed delivery under no circumstances beyond its obligation to deliver the undelivered quantities. In the event that, by fault of the BUYER, the quantities ordered and accepted for shipment during a given calendar week are not delivered in accordance with the timetable confirmed between the PARTIES, the BUYER undertakes to order and accept such dispatches in a subsequent period, even if this requires an extension of the term of the AGREEMENT. In such situations, the SELLER shall have the right to refuse the subsequent delivery of the goods that was not shipped by fault of the BUYER.

V. PRICE

20. The price of the goods shall be determined by the PARTIES upon the conclusion of the CONTRACT and shall be expressly stated as a special condition.
21. The price of the goods shall be fixed and may not be amended, unless after the signing of the CONTRACT legislative changes in the tax regime of the transaction occur, e.g. new taxes, duties, excise duties, levies, fees, etc. are introduced or applicable rates are changed.
22. Value added tax (VAT) shall be accrued on the price of the goods if such a tax is payable for the specific transaction.
23. VAT shall not be charged if the supply is intra-Community and therefore exempt from tax. A mandatory condition for tax exemption is that the BUYER has a VAT identification number issued by a respective EU Member State, other than Bulgaria, valid as of the respective delivery date, and the goods to arrive in another EU Member State. In order to prove tax exemption, the BUYER shall be obliged to notify the SELLER of its VAT identification number prior to the delivery of the goods. The BUYER shall also be obliged to acknowledge the receipt of the goods in the respective Member State of the European Union (EU), indicating the relevant date and place by sending an official confirmation letter in accordance with items 44 and 45 of these GTC.
24. If the BUYER fails to fulfil its obligation under items 22, 38, 44 and 45 of these GTC or it turns out that the delivery in question does not comply with the requirements for an intra-Community supply exempt from tax, specified in Article 138 of Council Directive 2006/112/EC on the common system of value added tax and the respective requirements in the Bulgarian VAT Act, the SELLER shall be entitled to charge the VAT due additionally. Where an invoice has already been issued for the supply, the SELLER shall have the right to charge VAT at a later stage.
25. The BUYER hereby confirms that it has been duly informed by the SELLER and is fully aware that in case of *any change* in any of the circumstances referred to in Clauses 39.1 or 39.2 below, relating to the goods ordered under Section II above, this change shall trigger obligation for the SELLER to charge 20 % Bulgarian VAT on the respective supply to the BUYER, that VAT being due and payable by the BUYER within the deadlines under the CONTRACT.

VI. PAYMENT TERMS

26. The BUYER shall be obliged to pay the price specified in the CONTRACT, and if no contract has been concluded – the price of the goods as per the sales order, in advance, not later than the day preceding the requested date of handing over of the goods by the SELLER.
27. The BUYER shall be obliged to pay the price of the goods via a bank transfer, so that the amount due is fully credited to the bank account specified by the SELLER, without any reductions, withholding, counterclaims or deductions. All commissions and fees accrued and collected by the servicing banks of the BUYER and the SELLER for the bank transfer shall be borne by the BUYER.
28. Goods shall be shipped from the SELLER's warehouse after the funds transferred as payment of the full price of the goods are received into the bank account of the SELLER and the payment received is entered in the SELLER's information system based on a received bank statement.
29. In the event that advance payment of the price is agreed, the PARTIES agree that the price paid in advance shall not be considered an earnest money according to the definition of Article 93 of the Obligations and Contracts Act.
30. In the event that a guarantee deposit securing the performance of the BUYER's contractual

obligations is agreed, the PARTIES agree that the guarantee deposit shall not be considered an earnest money according to the definition of Article 93 of the Obligations and Contracts Act.

VII. CREDIT LIMITS

31. In the event that the PARTIES agree that the price of the CONTRACT shall be paid within a specified period of time after the date of delivery of the goods, the total value of BUYER's payment obligations under outstanding invoices shall not exceed the amount of the approved credit limit.
32. The SELLER shall determine the amount of the credit limit unilaterally and at its sole discretion in compliance with its internal policies and procedures, and has the freedom to reduce or withdraw at any time. The SELLER shall inform the BUYER in writing of any changes in the amount of the approved credit limit.
33. The SELLER shall have the right to refuse to accept BUYER's delivery requests and shall not be liable for damages for any losses suffered and/or loss of profit of the BUYER related hereto, in case that, upon execution of certain delivery, the total value of the outstanding invoices would exceed the approved credit limit. Upon reaching the approved credit limit amount, the BUYER shall have the right to resume its deliveries of goods under the CONTRACT, upon receipt of a subsequent payment under invoices issued for performed deliveries into the SELLER's bank accounts. The payment should be for such an amount that upon issuance of the invoice for the following delivery requested, the total amount of the outstanding invoices does not exceed the approved credit limit.
34. In the event of reduction or withdrawal of the credit limit by the SELLER, the respective amount or the total amount payable under invoices issued for credit sales, which are outstanding as of the date of the reduction or withdrawal of the credit limit, shall become immediately due for payment and shall be settled by the SELLER in the sequence of their issuance (in chronological order) – from the earliest to the latest issued invoice, regardless of the BUYER's instructions added to the relevant banking documents for the payments performed after the date of reduction or withdrawal of the credit limit.
35. In the event of withdrawal of the credit limit by the SELLER, all subsequent deliveries of goods

under the CONTRACT shall be paid in advance in accordance with items 25 and 26 of these GTC.

VIII. DEFAULT OF DUE PAYMENTS

36. In the event of default of due payment under issued invoices, in order to mitigate its credit risk, the SELLER shall have the right to refuse to accept requests for delivery of goods to the BUYER and shall not be liable for damages for any losses suffered and/or loss of profit of the BUYER related hereto. In this case the processing of delivery requests might be resumed by the SELLER only upon receipt of all amounts payable under overdue invoices into the SELLER's bank accounts.
37. In the event that a payment is overdue:
 1. The SELLER shall be entitled, after having sent a written notice to the BUYER, to unilaterally and at its own discretion, to retain and/or utilize fully or in part all funds paid by the BUYER in the form of prepayment (advance payment) or a guarantee deposit under other contracts in force between the PARTIES.
 2. The SELLER shall have the right, at its own discretion, to declare its receivables fully or partially repayable ahead of schedule and to use the received amounts to repay the overdue payments payable under the CONTRACT.

IX. OWNERSHIP, RISK AND ORGANISATION OF TRANSPORTATION

38. The ownership and all risks of accidental loss or damage to the goods shall pass from the SELLER to the BUYER when the goods are loaded onto the means of transport provided by the BUYER or the SELLER or when the goods are handed over to the shipping agent specified by the BUYER, unless otherwise provided for in the CONTRACT.
39. In case the BUYER provides under Clause 22 above a valid VAT identification number issued by an EU Member State other than Bulgaria, *and* if the goods ordered by the BUYER under Section III above: (1) shall be transported outside the territory of Bulgaria to another EU Member State and (2) the BUYER expects or intends to transfer the ownership over any such goods to any third party, it shall transfer the ownership over those goods to any such third party only after they have physically left the territory of Bulgaria.

40. In case the BUYER provides under Clause 22 above a valid VAT number issued by an EU Member State other than Bulgaria, *and* any goods requested by the BUYER under Section III above: (1) shall be transported outside the territory of Bulgaria to another EU Member State and (2) such transportation shall not organized or performed by the SELLER, or on its behalf or at its expense, the BUYER shall be obliged hereby undertakes, declares and confirms that *one of the following two options* shall be effectively applied and accomplished by it regarding any of the requested goods:

1. *Either* the BUYER shall be the final customer of the goods, meaning that all of the below circumstances shall be met *cumulatively*:

- i. The final destination point of any transportation indicated by the BUYER in the respective written delivery request and transportation documents, of any and all goods requested by the BUYER under Section III above shall be a premise/location/warehouse of the BUYER in the destination state, irrespective if owned, hired or held/used by it on any other grounds; *and*
- ii. All goods shall be subject to effective unloading in the premise held/used by the BUYER and indicated by him in the respective written delivery request and transportation documents; *and*
- iii. The BUYER shall transport the goods by himself or through a third party acting on behalf and at the expense of the BUYER; *and*
- iv. The BUYER shall assume and bear any and all risks related to the loss of any goods from the moment of loading the goods on the truck/s in Bulgaria until their arrival/unloading at the final destination point in the destination state indicated in the respective electronic requests and transport documents; *and*
- v. The BUYER shall transfer, if at all, the ownership over any of the goods to any third party only after the goods have been effectively unloaded in the BUYER's premises.

2. *Or* the BUYER shall both:

- i. Transport the goods by himself or through a third party acting on behalf and at the expense of the BUYER; *and*
- ii. Assume and bear any and all risks related to loss of any goods from the moment of loading the goods on the truck/s in Bulgaria until their arrival/unloading at the final destination point in the destination state indicated in the respective electronic requests and transport documents.

41. The BUYER shall be obliged to confirm any or all circumstances indicated in Clauses 39.1 or 39.2 above, as the case may be, for each and every electronic delivery request in accordance with Section III above.

X. DOCUMENTS

42. For each consignment of goods delivered by the SELLER to the BUYER or to the carrier (shipping agent), a taking-over certificate (TOC) in accordance with a standard form of the SELLER shall be prepared and signed by the PARTIES. The following shall be indicated in the TOC as a minimum: date of shipment; type, packaging and quantity of the shipped goods; points of shipment; vehicle number; name of the SELLER's representative or the warehouse operator; name of the BUYER's representative or of the carrier who signed the document. A TOC shall be issued only upon for consignment of goods using road transport.
43. Within the statutory time limit, the SELLER shall issue invoices for all deliveries of consignments performed within the previous days and shall send them to the BUYER. Invoices shall be sent electronically through the website www.efaktura.bg or by international courier.
44. For transportation of goods outside the country, in addition to the TOC, the representatives of the SELLER and the carrier shall prepare and sign international consignment notes in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) or the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM), constituting Appendix B to the Convention concerning International Carriage by Rail (COTIF). In such cases, the BUYER undertakes to send the SELLER, not later than 30 (thirty) days prior to the shipment date, a copy of the CMR/CIM consignment note with the signature

and stamp of the recipient of the goods in the relevant cell of the document, certifying that the goods have been received. In case of non-fulfilment of the obligation under this section, the BUYER shall be liable for any damages caused to the SELLER by such non-fulfilment.

45. In addition to the requirements set forth in the previous clause, when a consignment of goods is transported from the territory of the Republic of Bulgaria to the territory of another EU Member State, the BUYER undertakes to send the SELLER, by an international courier service and by e-mail at confirmations@agropolychim.bg, a formal written confirmation, as per a standard form of the SELLER, signed by an authorised person and stamped with a company stamp, certifying that the goods have been received in the territory of the other Member State. The following must be indicated in the written confirmation: date and place of receipt; name and official capacity of the person who accepted the goods; type and quantity of the goods; type, make and registration number of the vehicle that was used for the transportation; name and official capacity of the person who handed over the goods.
46. To facilitate the BUYER, the confirmation letters under the preceding section shall be automatically prepared by the SELLER twice a month for the period from the 1st until the 15th and from the 16th until the end of the month, within 5 (five) days after the expiration of the respective intermediate period, and shall be sent to the BUYER by e-mail, with pre-completed details regarding the deliveries carried out during the previous calendar month. In this case, the BUYER's obligation is only to fill in the place and date of receipt of the individual consignments of goods, its name and official capacity, to sign and stamp the letter and to send it to the SELLER within 15 (fifteen) days from the date of receipt, as described in the preceding paragraph.
47. The SELLER shall be obliged to provide and deliver to the BUYER a product quality certificate issued on the basis of an analysis by an accredited chemical laboratory for each consignment of goods or group of consignments, the quality of which the SELLER guarantees to be in compliance with the parameters specified in the certificate.
48. The documents certifying the origin of the goods shall be issued in accordance with the instructions of the BUYER. For destinations within the European Union (EU), at the request of the BUYER the SELLER shall provide a

T2L/T2LF certificate issued and certified by the competent authorities in Bulgaria, in accordance with the EU regulations. For other destinations, the SELLER shall provide another type of certificate of origin of the goods (for example EUR.1 Movement Certificate) issued, signed and certified by the competent authorities in Bulgaria, in accordance with the provisions effective in the country of destination.

XI. NO GUARANTEES

49. Unless otherwise expressly agreed between the PARTIES in writing, the quality of the goods at the moment of their delivery by the SELLER to the BUYER shall conform exclusively to the product specification specified in the CONTRACT and the quality certificate issued for the particular consignment of goods.

XII. COMPLIANCE WITH THE LAW

50. The SELLER warrants that the goods delivered to the BUYER comply with all the requirements of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). The SELLER shall carry out its activities in compliance with the requirements of Regulation (EU) 2003/2003 regarding Fertilizers and Regulation (EU) 2019/1009 of the European Parliament and of the Council of 5 June 2019 establishing rules on introducing fertilizing products on the EU market and amending Regulations (EC) No 1069/2009 and (EC) No 1107/2009 and repealing Regulation (EC) No 2003/2003 (the Regulation) in accordance with the deadlines set out in the Regulation for its entry into force and the stages of its transposition.
51. The SELLER shall provide the BUYER with a document certifying the pre-registration of the chemical substances and mixtures contained in the purchased goods, as well as with a Safety Data Sheet (SDS) of the goods in accordance with the provisions of the REACH Regulation. In view of fulfilling its obligation under the preceding sentence, the SELLER shall ensure the posting and maintaining of an up-to-date version of SDS on the website agropolychim.bg.
52. The means of transport used to carry the goods must meet the mandatory requirements of the European Agreement concerning the International Carriage of Dangerous Goods by

Road (ADR) and of Ordinance No 40 of 14 January 2004 on the conditions and procedure for the carriage of dangerous cargo by road.

53. The BUYER undertakes to comply with the national and EU counter-terrorism and anti-money laundering legislation. The BUYER declares that: (a) the funds used to purchase the goods do not originate, directly or indirectly, from illegal activities; and (b) the goods purchased from the SELLER will not be used for terrorist and/or other illegal activities.
54. In compliance with the provisions of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the SELLER, acting in the capacity of data controller, provides the BUYER with information for the processing of the personal data of employees of the BUYER, received and/or collected with respect to negotiations, conclusion and implementation of the CONTRACT between the PARTIES, in the *Privacy Notice for Employees of Counterparties* as published on the website agropolychim.bg.

XIII. CLAIMS

55. The BUYER shall be obliged to organize the inspection of the goods at the time of their loading on the respective vehicle, and immediately to notify the SELLER of any identified visible deficiencies. If the BUYER fails to do so, the goods shall be considered approved as conforming to the requirements.
56. The SELLER shall not be liable for damages or losses caused either directly or indirectly due to subsequently identified quality deficiencies of the goods delivered to the BUYER.
57. Claims relating to the quantity and quality of the goods covered by this CONTRACT may be made only prior to the acceptance of the goods by the BUYER or the carrier and if accompanied by a record issued by an independent commodity inspection organisation.
58. Claims regarding missing goods and/or changes in quality parameters during transportation will not be accepted by the SELLER.

XIV. FORCE MAJEURE

59. Neither PARTY will be liable for any possible full or partial default or delay in the performance of

its obligations, except for the performance of monetary obligations, where such default or delay is due to force majeure.

60. Force majeure shall be interpreted within the meaning of Article 306 of the Commerce Act. Within the meaning of these GTC, force majeure shall mean circumstances caused by or arising from war, hostilities, sabotage, blockade, revolution or insurrection, expropriation or nationalization, embargo or restrictions on imports or exports, natural disaster, fire, frost, earthquake, storm, tidal wave or marine risk, accident, delay, damage or arrest of ships, incidents in or closing of ports, piers, canals or other facilities, or accompanying elements of shipping or navigation, strikes, lockouts or other labor disturbances, shortage of raw materials at the manufacturer or industrial accidents, as well as any other event beyond the reasonable control of the PARTIES.
61. The PARTY affected by the force majeure shall take all necessary measures to recover the damages and losses incurred and shall promptly notify the other PARTY in writing of the nature of the force majeure and the potential consequences it might have on the non-performance of the CONTRACT. The notification shall be accompanied by a document issued by the Bulgarian Chamber of Commerce and Industry, certifying the event, respectively the Chamber of Commerce in the country of registration of the foreign trader, attesting to the event.
62. Force majeure will lead to the adjustment of the agreed deadlines and timetables if the circumstances affect directly the performance of the CONTRACT and, while the force majeure is in force, the performance of the obligations and related counterparty obligations shall be suspended.
63. If the force majeure continues for more than 3 (three) months, each PARTY can terminate the CONTRACT by sending a written notice having immediate effect from the moment of its receipt. In such cases, no compensations shall be payable to the non-defaulting party.

XV. SANCTIONS AND PENALTIES

64. In the event of late payment, the defaulting PARTY shall owe the correct PARTY a penalty for delay in the amount of an annual interest rate of 10% (ten per cent) of the amount of the due payment for each day of delay.

65. If the BUYER fails to accept the goods within the deadline agreed, it shall owe a penalty in the amount of an annual interest rate of 10% (ten per cent) of the value of the goods not received for each day of delay.
66. In the event of termination or cancellation of the CONTRACT by one of the PARTIES, the PARTY responsible for the termination or cancellation shall owe a penalty of 15% (fifteen percent) of the total CONTRACT value.
67. In the event that smaller quantities than the ordered ones are loaded, the BUYER shall pay the penalty provided for in item 10(iii) of Section III above. The penalty shall be invoiced by the SELLER on a weekly basis and shall be due for payment by the BUYER within 5 (five) days from the invoice date.
68. Penalties shall be automatically due without the need for special notification. The PARTY to which the penalty is payable may offset the amount of the penalty from its obligations to the defaulting PARTY.

XVI. NOTICES

69. Each notification under the CONTRACT shall be made in writing and, unless indicated otherwise, shall be delivered in person, sent by a courier service, by e-mail or telefax to the registered address of the SELLER or the BUYER specified in the CONTRACT.
70. Each notification shall be considered received as follows: (a) if delivered in person – at the time of delivery; (b) if sent by a courier service – at the time of receipt, with the delivery note of the courier service serving as proof; (c) if sent by telefax – at the time indicated in the report of the sending fax that the fax has been sent successfully and with no errors to the recipient's address; and (d) if sent by e-mail, upon receipt.

XVII. GOVERNING LAW AND RESOLUTION OF DISPUTES

71. The provisions of the extant Bulgarian civil and commercial legislation and the provisions of INCOTERMS 2010 shall apply to all legal relations between the PARTIES not settled in the CONTRACT and in these GTC.
72. Any disputes arising from these GTC and/or the special conditions of the CONTRACT or relating thereto, including disputes arising from or concerning its interpretation, invalidity, performance or termination, as well as any

disputes relating to filling gaps in the CONTRACT or adapting it to new circumstances, shall be resolved by the competent Bulgarian court.

XVIII. ADDITIONAL PROVISIONS

73. The CONTRACT can be amended and supplemented only by mutual agreement between the PARTIES expressed in writing. No trading, preliminary transactions or actual actions or performance between the PARTIES can be deemed to alter the terms and conditions of these GTC and the special conditions of the CONTRACT.
74. The BUYER shall not have the right to transfer its rights and obligations under the CONTRACT to a third party without the written consent of the SELLER, except in the cases of transformation of the respective commercial company.
75. The BUYER undertakes to not sell or otherwise transfer, directly or indirectly, the rights or ownership of the goods purchased from the SELLER, thereby providing an economic resource to or for the benefit of natural or legal persons, entities or bodies, or natural or legal persons, entities or bodies associated with them, included in the international sanctions lists. In the event of non-performance of the obligation under this clause, resulting in damage to the SELLER, including, but not limited to, sanctions imposed by the national competent authorities, loss of customers, loss of profit, etc., the BUYER shall owe the SELLER full compensation for the damage.
76. If the BUYER decides to resell the purchased goods, it will do so on its own behalf and on its own account, without binding the SELLER with obligations to third parties.
77. The PARTIES undertake not to disclose to third parties confidential information which has been exchanged during the bilateral negotiations or which has become known to them in the course of the CONTRACT execution.
78. Confidential information shall be the information received from any of the PARTIES during or in connection with the negotiation, conclusion and performance of the CONTRACT, covering the manufacturing and commercial activities of the PARTIES and comprising company and business secrets of the party, the disclosure of which would have a negative effect on the injured party or will give a comparative advantage to a competitor.
79. In the event that any provision of these GTC or part thereof is declared invalid by a competent

court in the manner prescribed by law, these GTC shall continue to be valid with respect to the remaining clausees, respectively with respect to the remaining part of the clause concerned.

80. These GTC shall also apply to services provided in the course of or in connection with transactions for the sale of goods.
81. In the event of a conflict between the special conditions of the CONTRACT, on the one hand, and the GTC, on the other hand, the provisions of the special conditions of the CONTRACT shall prevail.

XIX. ENTRY INTO FORCE

82. These GTC were developed on the grounds of Article 16 of the Obligations and Contracts Act and Article 298 of the Commerce Act; adopted with an Order of the Managing Director of AFER BULGARIA EOOD dated 24 February 2016 (effective as of 1st March 2016), amended with an Order of the Managing Director of AFER BULGARIA EOOD dated 12 October 2017 (effective as of 1st November 2017), amended with an Order of the Managing Director of AFER BULGARIA EOOD dated 23 August 2019 (effective as of 1st September 2019), amended with an Order of the Managing Director of AFER BULGARIA EOOD dated 28 February 2020 (effective as of 1st March 2020), amended with an Order of the Managing Director of AFER BULGARIA EOOD dated 03 May 2022 (effective as of 3rd May 2022), amended with an Order of the Managing Director of AFER BULGARIA EOOD dated 18 July 2022 (effective as of 18th July 2022). An up-to-date version of this document is published on the website agropolychim.bg.