

General Terms and Conditions of Sale

1. Definitions in these Conditions:

"Seller"	means Bon Ltd a company registered in Bulgaria with VAT number BG 817070858 and registration address at 1 Chardafon Str., 5300 Gabrovo;
"Buyer"	means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;
"Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"Contract"	means the contract for the sale of the Goods under these Conditions;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
"Writing"	means any communication effected by e-mail or fax transmission or any comparable means;

2. General

2.1 The following General Terms shall apply to all Sales contracts. They shall be deemed to have been accepted by the Buyer when they place their orders with us. No general terms of purchasing or ordering that the customer may use and that differ from these shall be binding on us, even if we have previously accepted them, unless we have accepted the deviations expressly and in writing.

2.2 No transfer of rights or duties under this business relationship with us shall have any validity unless we have given our written permission.

3. Quotation and Contract

3.1 Our quotations are always free and non-binding. They excludes any discounts unless it is written otherwise. The order shall not be deemed to have been accepted until it is confirmed in writing to the seller or accepted by implication when the goods are delivered.

3.2 No agreements or declarations made orally by telephone shall be binding on us unless and until they are confirmed in writing.

3.3 Documentation attached to our offers or other letters shall remain our property. These items are intended exclusively for the company that has made the enquiry. It is not permitted to pass them on to third parties. Data contained therein shall be binding only to the extent that we have expressly emphasised that they are binding on us.

4. Prices

4.1 The prices are calculated in euros excluding the statutory Value Added Tax. They are free and non-binding at this stage.

4.2 Orders for which no fixed prices have been agreed shall be charged on the basis of the prices in force on the day of delivery (which is also the time of the transfer of risk).

4.3 Packing shall be charged at cost. Empty packing shall not be taken back.

4.5 Our prices assume normal freight arrangements and normal, unhindered transportation. Additional costs caused by any difficulty or hindrance to freight and/or transport conditions shall be borne by the

Buyer's signature and
Company stamp

seller, as shall any freight shortfall. The customer shall not be required to bear these costs if we are responsible for their having arisen or if price surcharges have already been agreed for this eventuality.
4.6 We shall be entitled to make price increases if the component parts of the cost/price calculation change.

5. Delivery and delivery periods

5.1 Any claims that can be raised against the transport company need to be detailed described into CMR and photographed. Otherwise the losses will be transferred to the customer.
5.2 If delivery dates are stated they will be met if possible but shall not be construed as binding. Acts of God and force majeure or other events that prevent us from delivering punctually and for which we are not responsible shall entitle us to cancel part or all of the contract or to postpone delivery by an appropriate length of time, in which event the customer shall have no right to claim compensation for late delivery. The foregoing shall apply even if we are already in arrears. The customer can require us to state whether we intend to cancel the contract or to deliver at an appropriately later date.
5.3 We shall deliver only completed truckloads (up to 22 MT brutto) or/and whole containerloads (up to 25 MT brutto). Partial deliveries are possible after Seller's confirmation in writing and after Buyer agree in writing with additional transport cost which is at his account.

6. Payment terms

6.1 Our invoices shall be due for payment within 30 days net of the date of invoice (unless otherwise is stated). The customer shall bear all bank costs and charges linked with the bank transfer.
6.2 The cheques and bills-of-exchange are not accepted.
6.3 In the event of payment not being made by the agreed date we shall charge interest at the same rate as banks charge on overdrafts but subject to a minimum of three percentage points above the Bulgarian Central Bank's discount rate.
6.4 We expressly reserve the right to claim compensation for arrears over and above the foregoing.
6.5 Should the customer fall into arrears of payment, or if circumstances become known after we have entered into a contract with him/her that appear likely to reduce his/her credit-worthiness, all our claims for payment against him/her under the business relationship shall fall due for immediate payment in advance. The foregoing shall not affect our right to cancel contracts.

7. Retention of title

7.1 The goods shall remain our property until all claims for payment against the customer under all business connections have been met in full, including ancillary claims, claims for compensation, any claims that may arise in future.
7.2 The customer shall be entitled to resell the goods in the normal course of his correct and proper business transactions.
7.3 The customer shall be deemed to have transferred to us here and now all claims to payment that accrue to him from any such resale regardless of whether the retained goods are sold to one or more than one of the customer's customers.
7.4 The customer's authorisation to resell the goods in the normal course of his correct and proper business transactions shall come to an end, without prejudice to our right to withdraw it at any time, if the customer ceases to make payments or if any application is made for proceedings for bankruptcy or the compounding of debts to be opened over his/her assets.
7.5 We will not collect the assigned claims to payment on condition and so long as the customer meets his payment obligations.
7.6 The customer hereby authorises us to inform his customers of the above transfer and to collect the payable accounts ourselves as soon as he/she falls into arrears of payment and/or his/her asset situation deteriorates substantially. In this case we shall be free to require facilitation of the state and status of the assigned accounts by a person acting with our authority on the basis of the customer's bookkeeping.
7.7 Neither the retained goods nor the assigned accounts shall be pledged or assigned as collateral. We are to be informed without delay of any attempts at attachment and of the lien creditor's name and address.
7.8 The customer shall hold the retained goods on our behalf, free of charge, and shall insure them against fire, theft, and damage by water. In the event of any damage the customer shall transfer his/her claims against the insurance company to us up to the amount of our claim for payment.

7.9 The customer hereby expressly grants us the right to recover the retained goods in the event of arrears without this action being construed as the cancellation of any contract. No contract shall be deemed to have been cancelled unless we have expressly declared or accepted that it is to be cancelled.
7.10 We shall be under an obligation, if the customer so requests, to release any collateral to which we may be entitled under the foregoing provisions once its value exceeds by 10 percent the amount of the secured claims for payment.

8. Guarantees and liability

8.1 No complaints shall be considered unless they are made within the exclusion period of 8 days after receipt of goods or alternatively after the relevant defect has come to light.
8.2 If defects exist, or if assured properties are absent, we shall at our own free discretion either replace or rework the goods. Apart from this the scope of the guarantee shall be based on the scope of the guarantees that the relevant manufacturers grant to us and the extent to which the relevant manufacturer accepts the costs of the replacement or rework.
8.3 We shall bear no liability for cases of natural wear and tear or for the consequences of improper treatment of the goods supplied. Likewise, no liability will be accepted for injury, loss, or damage resulting from not proper storing of the goods (proper storing is in dark and cool warehouse under +10C).
8.4 No repair shall be made without our express consent with the exception of those made when operating safety is in jeopardy or to avert disproportionately greater damage, provided always that such repairs are carried out professionally.
8.5 Any goods that have given grounds for complaint shall be sent back to us free of charge.
8.6 The guarantee period shall be 6 months from the date of delivery. If delivery is delayed through no fault of ours the guarantee period shall be limited to a maximum of 9 months from the date of transfer of risk.
8.7 The customer shall have no guarantee rights apart from the aforesaid and in particular none on the grounds of consequent loss or damage. The foregoing shall not apply if we have acted with intent or in gross negligence, if assured properties are absent from the goods supplied, or if it is not possible for general terms of business to restrict or exclude liability and liability is therefore mandatory.

9. Place of execution and jurisdiction

The place of execution for all obligations of both contractual parties and the place of jurisdiction shall be Pavlikeni exclusively. We, however, shall be entitled to sue the customer at his/her place of residence or business.

10. Data protection

Both contracting parties have taken note of the fact that their personal and company data are to be stored electronically.

11. Concluding provisions

Should any of the above provisions prove to be invalid, this shall not affect the validity of the other provisions. Any invalid provisions shall be replaced by valid ones that come as close as possible to the commercial purpose of the contract while adequately safeguarding both sides' interests.