
HUS OOD GENERAL TERMS AND CONDITIONS FOR SALE

I. GENERAL PROVISIONS

Art. 1.1. These general terms and conditions for sale (hereinafter the “General Terms and Conditions“) are intended to regulate the contractual relations between **HUS OOD**, company filed on record with the Companies Register at the Registry Agency of the Republic of Bulgaria, company ID code 115259725, having its seat and registered office at 64A Plovdiv-Sever Street, Severen District, Plovdiv Town, Republic of Bulgaria, website www.husltd.com, hereinafter the **SELLER**, or its branches, on one hand, and on the other hand the Buyer/s, hereinafter the **BUYER/S**, customers of the Company, together referred to as the Parties and individually - the Party, with regard to all products and services (hereinafter the “Goods“) offered or sold by the **SELLER**.

Art.1.2. These General Terms and Conditions, in combination with the specific requirements specified in an order confirmation sent by the **SELLER** to the **BUYER**, any frame agreement or individual sale agreement (hereinafter the “Order Confirmation“) or in any other written document of similar or relevant nature sent by e-mail or by other means for communication, including mobile applications, and specifically referred therein, shall comprise the entire agreement (hereinafter the “Agreement“) between the **SELLER** and the **BUYER**. Such agreement supersedes any other requirements to the contrary extended by the **BUYER**, as well as any previous verbal or written arrangements that were not expressly mentioned in these General Terms and Conditions or in the Order Confirmation, frame agreement or individual sale agreement or in any other written document of similar or relevant nature.

Art.1.3. If not agreed otherwise, any and all documents, catalogues and offers shall be sent only for information and the **SELLER**’s offers shall not be considered binding unless accompanied by Order Confirmation.

Art.1.4. In case any of the clauses of these General Terms and Conditions becomes or is found to be, in whole or in part, invalid, unenforceable or contradictory to the law, then such circumstance shall not affect the validity of the other clauses of these General Terms and Conditions. Any such invalid, unenforceable or contradictory clause shall be replaced by the applicable imperative legal regulation simply by operation of law.

Art. 1.5. In case of discrepancy between the stipulations in any individual sale agreement, frame agreement or Order Confirmation and the stipulations in these General Terms and

Conditions, the stipulations in the Order Confirmation or in the relevant individual sale agreement or frame agreement shall take precedence.

Art.1.6. The **SELLER** and the **BUYER** may agree the terms and conditions of a frame agreement to regulate how the **SELLER** shall sell and the **BUYER** shall buy the Goods. The Parties shall specify the types, quantities and prices of the Goods in the form of invoices, pro-forma invoices and records. Such pro-forma invoices, invoices, and records shall be integrated to the Agreement upon being sent by the **SELLER** to the **BUYER** either in writing or by e-mail or by other means for communication, including mobile applications. Any communication originating from the **BUYER** and sent either in writing or by e-mail or by other means for communication, including mobile applications, or in any other form allowing its proper identification, shall be binding with regard to its relations with the **SELLER**.

Art.1.7. These General Terms and Conditions shall be construed in accordance with the latest edition of INCOTERMS of the International Chamber of Commerce (ICC) that was in force by the date of signing the Parties' Agreement.

II. PRICES AND TERMS OF PAYMENT

Art.2.1. The prices of Goods shall be calculated on the basis of the measurements and weights taken at the place of departure. The **BUYER** shall send an inquiry to the **SELLER**, and the **SELLER** in view of the specifications in such inquiry shall prepare and send a reply (offer) by specifying therein the price, types and quantities of Goods, the time for delivery, the place of delivery, the terms for delivery and all other relevant parameters concerning the delivery. If the **BUYER** accepts the conditions of the offer, the **BUYER** would be expected to confirm it, hence the **SELLER**'s offer becoming binding and obligatory for both Parties. If the **BUYER**'s response to the offer expressed only partial acceptance, then the **SELLER** must give reconfirmation.

Art.2.2. The **SELLER** and the **BUYER** shall agree on the prices of Goods. All prices, including the prices specified in the **SELLER**'s reply and offers, do not include VAT charge.

Art.2.3. All payments shall be made to the **SELLER**'s bank account specified in the raised commercial invoice unless the **SELLER** has given different instructions.

Art.2.4. All bank charges, save for the bank fees charged by the **SELLER**'s bank, shall be paid by the **BUYER**.

Art.2.5. The **BUYER** shall pay to the **SELLER** the price of invoiced Goods within the agreed payment timeframe starting from the date of raising the relevant commercial invoice.

Every invoice must include mentioning of the payment due date. In case a due date for the payment is not mentioned in the invoice or in case the due date is the same as the date of raising the invoice, the **BUYER** shall pay the price of invoiced Goods to the **SELLER** within 14 calendar days from the date of receiving the relevant invoice, with no need for any further request for payment. An invoice shall be considered received by the **BUYER** at the earlier of either the date it has been sent by the **SELLER** by e-mail, mobile application or any other similar means, or the date of delivery of Goods. If payment for the Goods is not received upon the expiry of the above dates, the **BUYER** shall be liable to pay the **SELLER** forfeit at the rate of 0.1% of the due amount per day of delay – in case the delay is no longer than 30 days, and 0.3% of the due amount per day of delay if the delay is longer than 30 days, but not more than 30% of the price of unpaid Goods. In case a partial payment has been received, the forfeit shall be charged on the outstanding unpaid balance. Forfeit shall be charged individually and independently from one another, as well from any other obligation of the **BUYER**. Forfeits become liquid and demandable upon occurrence of the above circumstances and the expiry of the relevant payment due date, with no need for any further request for payment or additional grace period. Forfeits shall be payable regardless of the possible issuance of accounting or other types of documents regarding their accrual, or whether or not the **SELLER** has raised any claims for their payment or accepted only a partial payment of accrued forfeits, or taken any other actions, as this will not be considered an act of redemption of the remaining portion of forfeits or waiver to seek payment of forfeits.

Art.2.6. The **SELLER** may cancel a **BUYER**'s order without entailing the liability to pay forfeit or compensation when the **BUYER** has failed to pay the price of Goods within the agreed terms for payment or when forfeits for the delivery of any type of Goods accrues, or when the **BUYER** was made subject to a legal proceeding for insolvency or liquidation or when the **BUYER** has become bankrupt or information was known that the **BUYER** has outstanding overdue debts toward other suppliers.

Art. 2.7. In case the **SELLER** and the **BUYER** have agreed the price of Goods to be paid under the terms and conditions for deferred payment subject to a certain defined limit, and if the **BUYER** has failed to pay the price of Goods within the agreed due dates or if forfeit for the delivery of any quantity and type of Goods was accrued, the **BUYER** shall lose the its right to buy Goods under the terms and conditions for deferred payment and shall be required to pay the price of all Goods received but not yet paid plus all accrued forfeits thereon within 7 days as of the date of delay. In such cases the **BUYER**'s right to buy the Goods under the terms and conditions for deferred payment shall be restored only on the basis of the **SELLER**'s express written approval.

Art.2.8. Regardless of the place of delivery of Goods or documentation, the place of payment shall be the place of **SELLER's** business activity.

Art. 2.9. Regardless of the provisions for forfeit stipulated in these General Terms and Conditions, the **BUYER** shall be liable to compensate the **SELLER** for all the damages and missed opportunities arising as a result of default under the Parties' Agreement, including late payment interest charges.

Art. 2.10. All the amounts that the **BUYER** owes to the **SELLER**, including sale prices and forfeits, shall become liquid and demandable upon the occurrence of applicable term or condition and the expiry of agreed terms for payment, with no need for any further request for payment or additional grace period.

III. DELIVERY AND TRANSFER OF RISK

Art. 3.1. Delivery shall be considered completed in accordance with INCOTERMS terms of delivery, as confirmed by the **SELLER** upon acceptance of the **BUYER's** order.

Art.3.2. The **BUYER** undertakes to receive the agreed Goods and store them with the care of a good trader by ensuring their storage at its own cost and expense. All the risks involving loss, damage, theft, etc. of the Goods after the delivery shall be charged on the **BUYER**. The occurrence of any risk under the preceding sentence will not release the **BUYER** from the obligation to pay the price of delivered Goods.

Art.3.3. The Goods shall be handed over by means of a delivery acceptance record or bill of lading (CMR) to be signed by both the **SELLER's** and the **BUYER's** authorized representatives. The delivery acceptance record or the bill of lading (CMR) shall contain description of the types and quantities of delivered Goods. The handing over of Goods may also be certified by a duly completed shipping document. In case of shipment, the **SELLER** shall include with the Goods the relevant delivery acceptance record, which the **BUYER** shall sign and send a copy of it to the **SELLER** by e-mail or by any other means for communication not later than the date following the day of receiving the Goods, and the original copy of it – within 5 business days starting from the date of receiving the Goods. In case the **BUYER** fails to send a signed delivery acceptance record within the time terms mentioned in the preceding sentence, then the **BUYER** will be deemed to have refused to sign and return to the **SELLER** a copy of the delivery acceptance record. In case of **BUYER's** refusal to sign and return to the **SELLER** a copy of the delivery acceptance record, then the **BUYER** will be deemed to have accepted the Goods without objections as to the types, quantities and prices described in the relevant invoice with a missing delivery acceptance record.

Art.3.4. The Goods may be delivered within the terms for delivery. The **BUYER** may not cancel the receipt of Goods after they have been delivered, and if nevertheless the **BUYER** does cancel the receipt, the **BUYER** shall be liable to pay forfeit at the rate of 20% of the total value of Goods. The **SELLER** shall prepare a record of findings for the refusal, which must be signed by both the **SELLER** and the **BUYER**. If the **BUYER** refused to sign the record of findings under the preceding sentence, the record shall only be signed by the **SELLER** with remark on the **BUYER**'s refusal to sign, and shall be sent on paper by courier service to the **BUYER**'s registered address or by e-mail.

Art.3.5. The **SELLER** shall raise commercial invoices for the Goods sold to the **BUYER**.

Art.3.6. Unless expressly agreed otherwise, the times for delivery will not be of mandatory nature and no delay of delivery will entitle the **BUYER** to claim any damages as a result of such delay.

Art.3.7. The delay of delivery shall only entitle the **BUYER** to cancel the Goods, which are in a process of being produced, provided only that the **SELLER** has been given a reasonable grace period to take care of such delay by being sent an official notice requesting it to do so.

Art.3.8. In case of production delays, the **SELLER** may not be able to deliver the whole ordered quantity of Goods in one single delivery, while instead it can be made in a series of partial deliveries.

Art.3.9. When shipped the Goods must be accompanied by the following documents:

- Commercial invoice, specifying the types, quantities, quality, and prices of sold Goods;
- Bill of lading (CMR)/delivery acceptance record;
- Packing list (if requested by the **BUYER**);
- Certificates (if requested by the **BUYER**);
- Document by a controlling body (if requested by the **BUYER**).

Art.3.10. In any case of delayed acceptance (either in whole or in part) of the Goods, the **BUYER** shall be liable to pay the **SELLER** forfeit at the rate of 100 euro per day for every started calendar day of delay, but anyway not more than 30% of the value of delivered Goods.

Art.3.11. In any case of complete or partial failure to accept the Goods the **BUYER** shall pay the cost of returning the Goods and all accompanying expenses, including indemnities and other possible penalties that would be otherwise payable by the **SELLER**.

Art.3.12. The **BUYER** shall cover all additional expenses incurred by the **SELLER** as a result of delivery of the Goods by the **BUYER**'s request to an address different than the place of receipt that was agreed initially prior to their shipment.

Art.3.13. The **BUYER** shall immediately inform the **SELLER** (within 1 to 3 business days at the latest) about:

- any change of **BUYER**'s name;
- any change of **BUYER**'s VAT identification number;
- any change of **BUYER**'s seat and registered office;
- opening any insolvency or liquidation proceedings against the **BUYER**;
- opening a procedure for conversion of **BUYER**'s legal form.

IV. INSPECTION, LIABILITY AND CLAIMS

Art.4.1. All delivered Goods shall be subject to admissible tolerances in terms of their shape, size and weight. Upon delivery, the **BUYER** shall carry out inspection to verify the conformity of Goods with the quantities and sizes specified in the relevant Order Confirmation, and shall inform the **SELLER** immediately about any and all apparent defects (inconformity) and damages (surface defects, packaging defects and similar). In case apparent defects (inconformity) are found at the time of Goods delivery, the Goods will not be released (accepted by the **BUYER**) and the **BUYER** shall instead prepare a record of findings, for which the **SELLER** must be immediately notified. The **SELLER** may send authorized representatives to check the grounding and justification of such claims.

Art.4.2. The **BUYER** may raise claims regarding the quantities and quality of sold Goods. The claim processing procedure shall necessarily precede any reference of the claim to the court for resolution in a legal process. When raising a claim the **BUYER** shall give the **SELLER** Notification of non-conforming and damaged Goods. Such notification should include information about the delivery and enclose proper supporting documents and evidence of the non-conforming and damaged Goods subject to the claim, including their description in terms of types, quantities and parameters. The cost and expenses for such claim processing procedure shall be paid by the default party whose actions or omission were the cause of raising the claim.

Art.4.3. Disputes regarding the **quantity** of Goods may only be raised upon the physical receipt of the Goods, within 3 days starting from the date of their delivery to the **BUYER**. Disputes regarding the **quality** of Goods may only be raised by means of a written notification given within 14 days in case of apparent defects (inconformity) and 30 days in case of

underlying defects (inconformity) starting from the date of their delivery to the **BUYER**. Underlying defects (inconformity) is a defect, whose discovery requires special technical knowledge and skills. In case of a dispute regarding the quality of Goods, the defects (inconformity) should be confirmed by an independent third party chosen on the basis of both Parties' prior approval.

Art.4.4. Delivered Goods will be automatically approved, unless the **BUYER** raises some kind of objection in writing or sends a written notification to the **SELLER** within the timeframes specified in **Art.4.3** above and provided not more than 2 packing units of the Goods were subjected to subsequent handling.

Art.4.5. The **SELLER** hereby warrants that the Goods shall conform to the specifications described in the Order Confirmation. The **BUYER** shall provide to the **SELLER** the fullest information as needed for the latter to warrant that the Goods will be produced in precise compliance with the given specifications. Furthermore, with regard to changes in the intended use of Goods the **BUYER** hereby agrees that the **SELLER**'s warranty to ensure conformity of the Goods would be considered fulfilled when the specifications were present at the time of delivery.

Art.4.6. The **SELLER** shall not be liable for losses resulting from handling costs, production losses, missed profits and/or other natural or special losses or damages that were directly or indirectly caused by the **BUYER** or any other third party. The **SELLER** shall only be liable for damages if caused by its own gross neglect or willful misconduct, subject to proper proving of such circumstance by the **BUYER**, and in any case the **SELLER**'s liability shall be limited to the current value of the scrap calculated on the basis of the price of invoiced Goods, for which the **SELLER** has recognized the existence of defects (inconformity).

Art.4.7. The **SELLER** shall not accept claims with regard to defects, missing quantities or inconformity of the Goods with the specifications of the order, which would have been otherwise noticed if the **BUYER** had carried out a careful inspection but did not. The **SELLER** shall not accept claims if the inconformity claimed by the **BUYER** was insignificant.

Art.4.8. In all cases, the **BUYER** shall be required to try and mitigate the extent of damages, provided the taking of any such measure would not entitle the **BUYER** to postpone a due payment under any unpaid invoice raised for the concerned Goods. If the **SELLER** recognizes the defects (inconformity) of the Goods, then the **SELLER** shall at its own discretion either replace the Goods or refund the incurred cost and expenses, or if the **BUYER** has already paid the price of the Goods – lower the price or dissolve the Agreement.

V. PACKAGING

Art.5.1. The **SELLER** shall be required to deliver the Goods packed in accordance with the packaging standards for the concerned Goods, if any such applies.

Art.5.2. The **SELLER** shall be responsible for ensuring proper packaging of the Goods (packing materials) and if so agreed for ensuring the proper means for protection, fastening and safety of the Goods, when shipping and carriage have been arranged by the **SELLER**. The **BUYER** shall be responsible for providing the packing materials and the means for protection, fastening and safety of the Goods when their shipping and carriage have been arranged by the **BUYER**. In case the **BUYER** fails to provide the packing materials and means for protection, fastening and safety as needed for the shipping and carriage of Goods according to the **BUYER**'s arrangements, the **SELLER** reserves the right to use its own packing materials and means for protection, fastening and safety, in which case the **SELLER** shall only be responsible for the tasks assumed in this respect. For each individual case the **BUYER** shall be required to expressly instruct the **SELLER** if it desires the Goods to be packed in a particular manner in view of their storage or using particular packing materials and means for protection during their carriage, and in each case the **SELLER**'s agreement to comply with such instructions should be expressly obtained.

Art.5.3. Unless specified otherwise, the **BUYER** shall be responsible for providing the packing materials and means for protection, fastening and safety used for the shipping and carriage of Goods.

Art. 5.4. If the **BUYER** fails to provide the packing materials and means for protection, fastening and safety used for the shipping and carriage of Goods and as a result of such failure the **SELLER** is held liable for a danger or incident, then the **BUYER** shall hold the **SELLER** harmless against any danger or incident that mishappen. The **BUYER** may not transfer to the **SELLER**'s charge any cost and expenses for possible disposal, recycling or storage of Goods.

Art.5.5. Notwithstanding the above stipulations, when plastic or wooden supports were used to secure steel rolls, such plastic or wooden supports shall be property of the **SELLER**, and the **BUYER** shall be required to return them to the **SELLER** immediately for the **BUYER**'s expense after the delivery of Goods.

Art.5.6. Markings, if required, shall be made in accordance with the rules of the **SELLER**, unless the **BUYER** and the **SELLER** have expressly agreed otherwise.

VI. FORCE MAJEURE

Art.6. In case of occurrence of force majeure events, such as Acts of God, strikes, fires, floods, wars (whether official announced or not), riots, delays of carriers due to emergencies or extreme weather conditions, maritime disasters, embargos, power failures, government-imposed restrictions, sanctions and obstacles for export/import (including distribution of funds, priorities, orders, quotas and price control), earthquakes, pandemics, epidemics, outburst of contagious diseases, military operations of any kind, blockades, lockouts or any other cause that is beyond the **SELLER's** and/or the **BUYER's** control and that directly impact the performance of this Agreement, the Parties shall be fully or partially held harmless against the further performance of their respective obligations under this Agreement. In case of occurrence of a force majeure event, the term for completion of Parties' contractual obligation shall be extended by the same interval as the duration of the force majeure event. If the force majeure event lasts more than 2 months, the Parties may cancel any further performance of their obligations under the Agreement, in which case neither Party shall be allowed to raise any claims for compensation of damages incurred by the other Party. If a Party to this Agreement is rendered unable to perform its obligations under this Agreement due to any of the above-mentioned causes, then such Party shall immediately notify the other Party about the start date and end date of the force majeure event rendering it unable to perform its contractual obligations. A sufficient evidence for the occurrence and duration of a force majeure event shall be the relevant certificates issued by the national chamber of commerce in the state of the Party where such force majeure occurred.

VII. CONFIDENTIALITY

Art.7.1. Both the **SELLER** and the **BUYER** shall keep the confidentiality, and shall not disclose to any third party, without first obtaining the other Party's prior written consent for the contrary, any information of technical or commercial nature, including but not limited to, the quantities and prices of Goods sold and bought, which have been agreed with other Party as a result of discussions, negotiations or other means for communication unless such disclosure was required by operation of law for use in a legal process, save for the accountants, auditors, legal advisers, insurers, insurance brokers, consultants, etc. employed by the Parties.

Art.7.2. The **SELLER** may hold the **BUYER** liable for possible damages incurred as a result of failure to comply with the stipulation in Art. 7.1.

VIII. INTELLECTUAL PROPERTY

Art.8.1. Any and all publications on the **SELLER**'s website shall be the **SELLER**'s exclusive intellectual property and under protection according to the Bulgarian Copyright Act and similar legal regulations, and the **BUYER** or any third party cannot use them in any way or by any means without first obtaining the **SELLER**'s prior written consent.

Art.8.2. All images and other visual elements shown in the website, which are the **SELLER**'s intellectual property may not be used or reproduced in any way or by any means by the **BUYER** or any third party without first obtaining the **SELLER**'s prior written consent.

Art.8.3. Any unregulated use of the materials published on the website without the **SELLER**'s permission shall be regarded as an offence, for which the offender shall be punishable in accordance with current Bulgarian law.

Art.8.4. References to materials in the website from other websites shall be admissible if made in compliance with good manners and good business practice and if such reference and the manner of its presentation leave no doubt as to the **SELLER**'s authorship, for avoiding any possibility to mislead **CUSTOMERS**.

IX. PERSONAL DATA PROCESSING AND PROTECTION

Art.9.1. The **SELLER** shall take measures to protect the personal data of its **CUSTOMERS** in accordance with the Personal Data Protection Act of the Republic of Bulgaria and the General Data Protection Regulation of the European Parliament and the Council of European Union (GDPR).

Art.9.2. The **BUYER** hereby agrees that the **SELLER** may process its personal data starting from the date of establishing business relations between them. To avoid arguments between the Parties, the date of establishing business relations shall be the date of first communication exchanged between them, regardless of the manner and means of its conduction.

Art.9.3. The **SELLER** may require the **BUYER** at any time to provide legitimate proof of its identity and to verify the truth of any and all declared facts and circumstances and personal data inasmuch as such requirements have any connection to the sale of Goods or the business relations of the Parties.

Art.9.4. The **SELLER** may introduce changes in its personal data protection policy as needed to comply with any current amendment in the legal regulatory arrangements. It is the **BUYER**'s obligation to get acquainted with the content of that policy and relevant amendments.

X. LANGUAGE. JURISDICTION AND APPLICABLE LAW.

Art.10.1. All issues that were not expressly treated in these General Terms and Conditions shall be regulated in accordance with the current applicable legislation of the Republic of Bulgaria.

Art.10.2. The Parties hereby agree that any and all disputes arising with respect to the entire Agreement between the **BUYER** and the **SELLER**, including disputes arising from or relating to its interpretation, validity, performance, termination, dissolution, default and payment of prices, interests, forfeits, and other compensations, including disputes to full voids in these General Terms and Conditions, or disputes concerning their invalidity or adaptation to new circumstances, shall be resolved in good faith by discussions and negotiations in compliance with good business practices, and in case of failure to reach an understanding the dispute shall be referred for resolution to the competent court of jurisdiction in the town of Plovdiv, Republic of Bulgaria.

XI. ACCESS AND AMENDMENTS OF THE GENERAL TERMS AND CONDITIONS

Art.11.1. A copy of these General Terms and Conditions may be obtained by request or by visiting the **SELLER HUS OOD**'s website: www.husltd.com

Art.11.2. In case of discrepancy, the Bulgarian version shall take precedence.

Art.11.3. Any and all notices and other communications to be exchanged in relation to the Order or to these General Terms and Conditions must be prepared in writing and sent to the e-mail addresses of the Parties or by mobile applications or other similar means.

Art.11.4. The General Terms and Conditions may be amended unilaterally by the **SELLER** at any time simply by updating them.

Art.11.5. The **SELLER** may introduce amendments in the General Terms and Conditions by publishing them on its website www.husltd.com at any time at its own discretion or when required by an effective legal regulatory norm.

Art.11.6. In each case of amendment in the General Terms and Conditions, the **SELLER** shall inform its **CUSTOMERS** by publishing any such amendment on its website: www.husltd.com

Art.11.7. Any such amendment in the General Terms and Conditions shall take effect for all **CUSTOMERS** at the time of its publication on the **SELLER HUS OOD's** website: www.husltd.com. Every **CUSTOMER** should check for possible amendments in the General Terms and Conditions by visiting the website at each instance and prior to sending an inquiry or order to the **SELLER** as well as prior to entering into agreement.

XII. EFFECTIVE DATE AND FORCE OF THE GENERAL TERMS AND CONDITIONS

Art.12.1. These General Terms and Conditions including all relevant amendments shall take effect on the date of their publishing on the **SELLER HUS OOD's** website – www.husltd.com

Art.12.2. The **CUSTOMERS** shall be considered notified and bound by these General Terms and Conditions including all relevant amendments on the date of their publishing on the **SELLER HUS OOD's website** – www.husltd.com

Art.12.3. When an amendment to these General Terms and Conditions has been introduced, the **SELLER** undertakes to publish it on its website www.husltd.com. When such amendment was prescribed by a legal regulatory norm, it shall take effect on the date the relevant legal regulatory norm takes effect.

Art.12.4. These General Terms and Conditions shall also apply when expressly mentioned in the business communications exchanged between the **SELLER** and the **BUYER**. Such references may also be included in the commercial invoices and communications sent by the **SELLER** to the **BUYER**, including on paper and in electronic format.

Art.12.5. These General Terms and Conditions were adopted and take effect for all **CUSTOMERS** on 01.01.2025.