

GENERAL TRADE TERMS

1. PURPOSE

This procedure regulates the contractual relationships arising between the laboratory, as the structure of "F plus" OOD, EIK 202381445, with headquarters and management address Bulgaria, Kostenets village, Kostenets municipality, 16 "Konstantin Kostenechki" street and the users of the services offered by the laboratory – individuals, legal entities, state or municipal bodies, agencies, structures or departments, so that any contract is acceptable, both for the laboratory and for the client.

2. RESPONSIBILITIES

The head of the laboratory bears overall responsibility for the establishment of the general commercial conditions with the customers, in the negotiation and implementation of the services requested by them.

3. DESCRIPTION

3.1. General provisions

3.1.1. The general commercial conditions regulate the contractual relationship between the laboratory and the client, in connection with the services offered by the laboratory, included in the SP 400-2 "Scope of laboratory activities".

3.1.2. The terms and payment methods for the services offered by the laboratory are regulated by the general commercial conditions; the rights and obligations of the laboratory and customers; the terms and conditions for carrying out the requested laboratory activities; the conditions and indicators to which the test objects must meet; the terms and conditions for terminating the contracts concluded between the laboratory and the clients; liability and sanctions for breach of contract.

3.2. Conclusion of contract, terms, price, method of payment, reporting of results

3.2.1. A contract concluded between the laboratory and the client is available upon cumulative fulfillment of the following elements:

- ➔ a test object physically received in the laboratory – acceptance of the test objects takes place on the territory of the laboratory;
- ➔ making the agreed advance payment.

3.2.2. The term for carrying out the laboratory activities requested by the client begins after the test object has physically arrived at the laboratory, the technical documentation required for the test has been provided and after payment of the agreed advance amount. The term is determined by the head of the laboratory and communicated to the client in writing or recorded in a paragraph of the contract. The deadline for carrying out the laboratory activities requested by the client and reporting the obtained results depends on the technological time required for their implementation. In the event that a technological or other problem occurs during work, the deadline for performing the requested activities is extended by a new one, determined by the head of the laboratory, in agreement with the client.

3.2.3. The price of the services offered by the laboratory is determined by the Company Manager or the Head of the Laboratory. In the event that an employee of the laboratory needs to be seconded in fulfillment of the subject of the contractual relationship, all travel and accommodation expenses are paid by the client.

3.2.4. Payment of the due amount is made by the client by bank transfer, based on an invoice issued by "F plus" OOD. Payment of the provided invoice shall be made within 15 (fifteen) days, counted from the date of its issuance, to the bank account of "F plus" OOD specified in the invoice.

3.2.5. Laboratory activities are performed only by employees of the laboratory, after contractual conditions have been met and only for the indicators specified by the client and laid down in the contract. In the event that there is a need for unexpected changes related to the contractual conditions, the client is promptly informed by the head of the laboratory.

3.2.6. The results obtained when performing the requested laboratory activities are reported to the client accurately, clearly, unambiguously, objectively in protocols transmitted on paper or in electronic form with forms FC 608-1 "Test report", FC 608-2 "Protocol for extended annexes", FC 608-3 "Summary report" and FC 608-4 "Protocol for classification", containing all the information agreed with the client, necessary for the interpretation of the results, as well as all the information required by the methods used.

3.3. Rights and obligations of the laboratory

3.3.1. The laboratory has the right to:

- to receive remuneration payable by the client, in the amount and term in accordance with the provisions of these general conditions;
- to receive assistance from the client in performing the agreed laboratory activities;
- to assess whether an object is suitable for testing when it is physically provided to the laboratory by the customer;
- to suspend laboratory activities at any time if it appears that hidden defects of the test object would lead to inaccurate results;
- to carry out the requested laboratory activities in a shorter time than agreed;
- not to return the test object to the client, in cases where destructive control methods and procedures have been applied.

3.3.2. The laboratory undertakes:

- to provide clarification on procedures applicable to laboratory activities;
- to carry out the requested laboratory activities, in accordance with the conditions agreed with the client;
- to carry out the requested laboratory activities with the care of a good trader, in full compliance with the technical documentation and the requirements of the applicable regulatory documents;
- to be confidential when performing the laboratory activities in front of third parties;
- to bear the relevant responsibility to the client in case of violation of the mandatory regulations and legal acts;
- to report the results of the laboratory activities within a period agreed with the client.

3.4. Rights and obligations of the client

3.4.1. The customer has the right:

- to obtain clarifications regarding the procedures applicable to the laboratory activities;
- to carry out control during the performance of laboratory activities, as long as it does not hinder the work of the laboratory;
- to receive the results of the laboratory activities within the agreed period;
- to submit a written complaint to the laboratory in cases where his requirements are not met or a formal error has been made when reporting the results of laboratory activities.

3.4.2. The customer is obliged to:

- to sign a contract or familiarize himself with the current commercial conditions and confirm in writing about the services requested by him exactly and without omissions of the details of the same;
- to communicate all known facts that could affect the validity of the results of the laboratory activities;
- to pay the amount and term of the remuneration due, in accordance with the provisions of these general terms and conditions.

3.5. Other terms

3.5.1. In case of detected defects upon acceptance of the test object, damage to its integrity, or any qualitative or quantitative changes in its structure due to improper storage during its transportation and/or improper loading and unloading operations and/or improper or inappropriate packaging of the same during transport and/or non-compliance with atmospheric conditions and/or non-compliance with

any factors relevant to preserving the integrity and/or fitness and/or functionality and/or physical and/or its chemical characteristics, all caused before its arrival at the laboratory and through no fault of the latter, the test object is considered not accepted for testing within the meaning of these general conditions, regardless of whether a request for testing has already been received by the laboratory from the customer's side or such accompanies the object during its transportation or such is about to be submitted, in which case the head of the laboratory notifies the customer, reporting the damages and defects found by the laboratory on the test object. In such a case, contractual relationships do not arise. If requested by the client, the test object is returned to the client personally at the laboratory or via transport or forwarding organizations at the client's expense.

3.5.2. С възникване на договорните отношения между лабораторията и клиента, същите дават неотменимото си съгласие всички техни правни отношения да се регулират от тези общи търговски условия.

3.6. Liability for Default

3.6.1. In case of non-fulfillment of the agreement between the client and the laboratory, each of the parties owes compensation for damages caused to the other party under the conditions of the Bulgarian legislation.

3.6.2. In case of delay in completing and reporting the results of the laboratory activities within the period agreed with the client, the laboratory owes a penalty in the amount agreed in the contract.

3.7. Termination of the contract

3.7.1. The contractual relationship concluded between the laboratory and the client is terminated after the laboratory has performed the requested laboratory activities and when the client accepts the results of the laboratory activities without objection and pays the full agreed price of the service.

3.7.2. The contractual relationship concluded between the laboratory and the client is unilaterally terminated by the laboratory if, as a result of objective circumstances arising after the conclusion of the contract, it is unable to fulfill its obligations.

3.8. Final provisions

3.8.1. The laboratory and the client resolve the disputes arising in the process of the execution of the contract, by mutual agreement, with written agreements, and in case of failure to reach an agreement, the matter is referred to a competent court, such is the court at the seat of the laboratory.

3.8.2. For issues not mentioned in these general conditions, the provisions of Bulgarian legislation apply.