5.10 The forgoing remedies are in addition to, and not in lieu of any remedies available to Buyer.

5.1 Unless otherwise specified, acceptance of Goods and/or Services received against the Purchase Order.

5.3 Goods rejected shall be held at Seller's risk and are returnable at Seller's expense for credit at the

5.  INSPECTION AND WARRANTY:

5.2 Seller shall comply with all applicable statutory and regulatory requirements relating to the

5.4 In performing the Contract, Seller shall comply with all applicable laws and regulations including but

5.7.3 If it becomes necessary for the Seller to disclose confidential information to the Buyer or if it becomes

5.11 The headings in these General Conditions of Purchase are for convenience only and shall not affect their

5.12 If any provision of these General Conditions of Purchase is held by any competent authority to be

6. PURCHASE ORDER:

6.1 Goods and/or Services shall conform to Buyer's description or mutually agreed upon
drawings, samples or other descriptions furnished by Buyer.

6.2 Goods supplied or Services rendered shall conform to quantity, quality and description in accordance

6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows

6.4 If the Seller requires the Buyer to return any packaging material of the Goods to the Seller, that fact

6.5 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and

6.6 The forgoing remedies are in addition to, and not in lieu of any remedies available to Buyer.

6.7 PACKAGING AND TRANSPORTATION:

6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (incoterms in its last

6.2 Seller shall ensure that Goods are properly packed and secured in such manner as to enable

6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows the
date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods and/or
Services, special storage instructions (if any) and, if the Goods are being delivered by

6.4 If the Seller requires the Buyer to return any packaging material of the Goods to the Seller, that fact

7. TRANSFER OF TITLE / PROPRIETARY INFORMATION / TOOLS:

7.1 Except in the case where Goods are collected by Buyer, the title and risk to the Goods shall pass

7.2 All information and/or data available to Seller for the purpose of performing the Contract

7.3 It becomes necessary for the Seller to disclose confidential information to the Buyer or it becomes

8. ALTERATIONS:

8.1 Any alterations with regards to Buyer's Purchase Order, included but not limited to quantity, quality,
drawings, samples or other descriptions furnished by Buyer.

8.2 This clause 8 applies not only for the Goods or Services delivered, but also if the Goods are built into

8.3 In the event of a conflict between the terms of the Purchase Order and these General Conditions of

9. INSPECTION AND TESTING:

9.2 Seller will deliver the Goods and or render the Services on the date and time specified on the

9.3 Goods rejected shall be held at Seller's risk and are returnable at Seller's expense for credit at the full

9.4 If required Seller will make process control data, inspection and test reports covering the Goods and

9.5 Inspection may be performed at Buyer's option on a statistical sampling basis. The entire delivery

9.6 The initial inspection performed by Buyer upon receipt of Goods is a conditional acceptance, and

9.7 Seller will deliver the Goods and or render the Services on the date and time specified on the

9.8 Unless a longer period is set forth on the face of the Purchase Order, Seller's warranty shall be

9.9 Seller shall inform Buyer of any risk involved in using the Goods or Services. Seller must also inform Buyer

9.10 The following remedies are in addition to, and not in lieu of any remedies available to Buyer.

10. CONTRACTUAL PRICE AND PAYMENT:

10.1 Contractual prices stated on the Purchase Order shall be binding for Buyer and Seller.

10.2 Payment terms shall be 60 calendar days from date of invoice, unless otherwise stated on the

10.3 Seller's invoice shall, at a minimum, contain the following details:

10.4 Partial deliveries shall only be made with a prior written agreement of Buyer.
10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer’s right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.
12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.
13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADENAMES AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer’s trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of Bulgaria.
16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I) are expressly excluded.
16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Court at Sofia in Bulgaria shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller’s obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorize or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (GMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.