



Delamode Bulgaria Ltd.

INTEGRATED MANAGEMENT SYSTEM

Вътрешен Документ

General Terms and Conditions for the Transport of Goods by Road

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DELAMOD BULGARIA Ltd

DELAMOD BULGARIA Ltd, hereinafter referred to as "Forwarder" or "Trader", performs for remuneration the services and related transactions for the transportation of goods/cargo by road under the terms of *the Convention on the Contract for the International Transport of Goods by Road (CMR)*, storage, handling and documentation of goods and cargo. The liability of the trader as a Forwarder is limited to the amounts specified in these General Terms and Conditions (GTC).

1. DEFINITIONS

Article 1. For the purposes of these GENERAL FORWARDING CONDITIONS (GFC), the following definitions shall be used and have the meanings specified herein:

1. "FORWARDER" is *Delamod Bulgaria Ltd*. Within the GFC, the meaning of the term "FORWARDER" is not limited exclusively to the legal definitions contained in Articles 361 to 366 of the Commercial Act.
2. "CLIENT" means any person on whose account and/or for whose benefit, and/or by whose assignment the FORWARDER performs transactions and services, or provides information under these GFC.
3. "OWNER" means any person with legal rights over the goods and their packaging.
4. "CONTRACTOR" means the physical contractor (Carrier, Transshipment Contractor, Warehouse Operator, etc.) hired by the FORWARDER to perform the transactions and services organized by the FORWARDER.
5. "ENTITY" means any natural or legal person, as well as its legal representatives and proxies, as well as authorities, bodies and institutions.
6. "GOODS" or "CARGO" is the subject of the services and related transactions performed by the FORWARDER under these GFC, which also includes any packaging, container or equipment for protecting the cargo during its transport, handling and storage.
7. "DANGEROUS CARGO" is the cargo/goods which storage, handling or transport is regulated as risky by the legislation of the sending, receiving or transit countries, and/or by applicable international regulations.
8. "TRANSPORT UNITS" are containers, trucks, trailers and semi-trailers, wagons, tanks, pallets and all other equipment specially designed for the transport of goods by road, water or air.
9. "HANDLING" is the physical operations organized and/or performed by the FORWARDER with the cargo/goods, including: unloading, loading, stacking, securing, packaging, counting, weighing, etc.
10. "INSTRUCTIONS" are all requirements that the CLIENT has set in an indisputable manner and the FORWARDER has accepted for implementation.
11. "FORWARDING DOCUMENT" is any document issued on behalf of and at the expense of the FORWARDER and covers the transportation, storage or handling of goods/cargo, including bills of lading or other transport document and warehouse receipt.

2. SUBJECT AND SCOPE

Article 2. These General Terms and Conditions do not regulate the relations between the FORWARDER and the Carriers, Transshipment Contractors and Warehouse Operators, but refer to and govern the conditions for and liability of the parties when performing services and related transactions by the FORWARDER and its

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employees, agents and persons acting on behalf of and at the expense of the FORWARDER, regardless of whether these services and related transactions are performed:

1. for a fee or free of charge;
2. by express or implied agreement or assignment;
3. as a separate service or as part of another service;
4. at the request of the CLIENT, the OWNER or other interested parties.

Article 3. SCOPE

(1) All activities and services performed by the FORWARDER, the transactions and contracts concluded and the documents signed by it, are subject to these GFC and the applicable mandatory legal norms, unless the parties have expressly agreed otherwise in writing.

(2) The CLIENT and/or the OWNER unconditionally accept that with any explicit or implicit assignment of a given activity, service or transaction to the FORWARDER, they conclude a contract with the FORWARDER, an integral part of which are these GFC.

3. STATUS OF THE FORWARDER

Article 4. By performing the services and related transactions - subject to these GFC, the FORWARDER may act in the capacity of:

1. AGENT - on behalf of and at the expense of the CLIENT and/or the OWNER
2. SALES REPRESENTATIVE - on its own behalf, but at the expense of the CLIENT and/or the OWNER.
3. OPERATOR - on its own behalf and at its own expense.

4. FORWARDER'S OBLIGATIONS

Article 5. The FORWARDER performs the activities and services under the transactions concluded by it with the care of a good merchant and within a reasonable time.

Article 6. The FORWARDER is obliged to take reasonable measures to implement the CLIENT's instructions, whereby:

1. notifies the CLIENT if it considers his/her instructions insufficient or unfulfillable.
2. may deviate from the CLIENT's instructions when necessary to protect the CLIENT's interests.

Article 7. Within its professional knowledge and with care for the interests of the CLIENT, the FORWARDER notifies him/her in advance of any obstacles in the implementation of the forwarding order.

Article 8. If the FORWARDER becomes aware of circumstances preventing the fulfillment of the agreement, he/she is obliged to inform the CLIENT and request additional instructions.

5. CLIENT'S OBLIGATIONS

Article 9. The CLIENT is obliged to provide all necessary documents for the smooth implementation of the transport in order to avoid any delay or detention of the vehicle, as well as to provide sufficiently clear instructions on the implementation of the forwarding contract, by declaring with the act of assigning a given activity, transaction or service that:

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1. is the legal administrator or proxy of the legal administrator of the goods and accepts these GFC on behalf of and at the expense of the latter;
2. has the necessary information about the transactions for the implementation of which the FORWARDER's services are engaged, including the terms of delivery of the goods;
3. knows the goods and their properties and the description given of the goods and their properties is complete and accurate for the purposes for which the goods are handed over to the FORWARDER;
4. the goods are not subject to transactions prohibited in the sending, receiving and transit countries;
5. the goods are appropriately prepared, packaged and marked for the purposes for which they are handed over to the FORWARDER;
6. accepts all rights and limitations of the FORWARDER's liability and all its obligations and responsibilities under these GFC;

Article 10. Unless the FORWARDER has agreed to carry out the loading and/or securing in the capacity of OPERATOR, when transporting goods in or on a transport unit, the CLIENT declares when assigning the service that:

1. the goods are suitable for transportation in this transport unit and are appropriately packed, arranged and secured in the transport unit;
2. the transport unit is in a suitable condition for the transportation of the loaded goods.

Article 11. COMPENSATIONS PAYABLE BY THE CLIENT

(1) Even when the CLIENT is not at fault, the latter is obliged to compensate the FORWARDER as follows:

1. For all taxes, duties, fees, fines, costs, damages and liabilities paid or incurred by the FORWARDER in the performance of the forwarding order.
2. On claims brought against the FORWARDER by third parties, including state authorities or bodies, when these claims have as their subject the CLIENT's goods and the FORWARDER's services and their value exceeds the amount and/or scope of the FORWARDER's liability under these GFC.

(2) The above obligation may be waived only if the compensation due is explicitly included in the agreed remuneration of the FORWARDER, or if the costs, damages and liabilities arise from the culpable conduct of the FORWARDER.

(3) The CLIENT's obligations to the FORWARDER are not canceled or waived by notification that the forwarding order is being assigned by and/or performed on behalf of a third party.

6. OFFERS AND ORDERS

Article 12. VALIDITY OF OFFERS

(1) The FORWARDER's offers are valid if accepted immediately for immediate implementation and may be withdrawn or changed, unless they contain express conditions to the contrary.

(2) In case of changes in the initial or final destination by the client, the FORWARDER has the right to change its prices and conditions with or without prior notice.

The FORWARDER may also request reimbursement of additional costs incurred that are not included in the offer price, provided that he/she has notified the CLIENT of the existence of such costs.

Article 13. ORDERS:

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(1) The implementation of the FORWARDER's offers accepted by the CLIENT begins within a reasonable time after receipt and confirmation of a specific order. The CLIENT is responsible for all consequences arising from the implementation of an incomplete or inaccurate order, unless the FORWARDER could have foreseen these consequences with reasonable care and did not warn the CLIENT.

(2) The FORWARDER may refuse to perform an accepted order if he/she has reasonable grounds to believe that the payment of his/her expenses and remuneration is not secured.

(3) If the CLIENT withdraws a confirmed order, the FORWARDER has the right to receive remuneration in accordance with the costs incurred, unless it is proven that the order was withdrawn due to the FORWARDER's fault.

7. INSTRUCTIONS, INFORMATION AND DOCUMENTS

Article 14. INSTRUCTIONS

(1) The parties shall not be liable for losses and damages arising from the implementation of oral instructions that have not been confirmed in writing.

(2) Instructions given to persons who are not competent or authorized to accept them are not valid and do not produce any effect.

(3) Written instructions received from the FORWARDER shall be treated as final authorizations until revoked, with the exception of instructions to hand over the goods to a third party, which cannot be revoked after that third party has exercised its right of disposal.

(4) The parties are obliged to notify each other immediately of any changes in their address; otherwise, all communications shall be sent to the last known address.

(5) Unless expressly agreed otherwise, the FORWARDER is not obliged to verify the authenticity of the signatures and powers of the signatories on documents and instructions concerning the goods.

8. ACCEPTANCE, STORAGE AND SHIPPING OF GOODS BY THE FORWARDER

Article 15. ACCEPTANCE:

(1) The FORWARDER accepts and delivers the goods based on external signs and documents, without being responsible for the contents of the packages.

(2) THE FORWARDER does not give or accept binding declarations about the content, weight, value and condition of the goods, and the usual confirmation of receipt of the goods is not proof of these data.

(3) The goods are deemed to be accepted by the FORWARDER when the CLIENT hands over the goods to any person acting on behalf of the FORWARDER and the handover is carried out in accordance with the FORWARDER's instructions.

Article 16. The FORWARDER is obliged to inspect, maintain the condition and repair the goods and their packaging only upon express agreement with the CLIENT. In the event that the goods/cargo reach the FORWARDER in a visibly damaged condition, he/she is obliged to establish the damage, notify the CLIENT and reserve the latter's rights to claim against the Carriers/Transferors of the goods.

Article 17. SHIPPING

(1) Even if the CLIENT delivers the goods accompanied by a transport document, the FORWARDER may ship them with a new transport document showing the CLIENT and/or the FORWARDER as the Sender. Except by

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express written agreement, the FORWARDER is not responsible for the dates of shipment and arrival of the goods and for the delivery period.

Article 18. FORCE MAJEURE:

(1) Events beyond the control of the FORWARDER and which partially or completely prevent the performance of its contractual obligations, release it from obligations and liability under the relevant forwarding order for the duration of these events.

(2) In the above-described case, the FORWARDER has the right to terminate the contract, even when it has been partially fulfilled, taking reasonable care to preserve the interests of the CLIENT/OWNER.

9. CUSTOMS CLEARANCE

Article 19. CUSTOMS REGIME

(1) The CLIENT is obliged to declare in advance the customs regime under which he/she transfers the goods to the FORWARDER, as well as to submit all necessary data and documents for the customs declaration and customs clearance of the goods.

(2) The CLIENT and/or the OWNER are obliged to promptly notify the FORWARDER of all public obligations that exist in connection with the goods handed over to the FORWARDER. The FORWARDER bears no responsibility for omissions and errors of the CLIENT/OWNER.

(3) The FORWARDER complies with the legal customs regimes and is not obliged to carry out instructions of the CLIENT/OWNER leading to customs violations.

10. TRANSFER OF GOODS BY THE FORWARDER

Article 20. The FORWARDER has the right to hand over the goods, thereby releasing itself from liability, to any adult belonging to the Recipient's household or enterprise. The provisions of Article 15 above shall apply by analogy to the transfer.

Article 21. The transfer of the goods to the Recipient is subject to payment of all due costs, and refusal to pay is considered a refusal to accept the goods.

Article 22. If the CLIENT, OWNER or Recipient do not accept the goods at the place where and/or at the time when the FORWARDER has the right to demand acceptance, the FORWARDER may, with or without prior notice, dispose of the goods at its discretion as follows:

1. To return the goods to the Sender, demanding payment of all costs incurred and its usual remuneration.
2. To place the goods in a warehouse, whereby the FORWARDER's responsibility for the goods is terminated and all costs are borne by the CLIENT, even when the warehouse belongs to the FORWARDER.

Article 23. DISPOSAL OF GOODS

(1) The FORWARDER has the right to sell or otherwise reasonably dispose of goods that cannot be delivered in accordance with the CLIENT's/OWNER's instructions, under the following conditions:

1. With 30 days' prior notice to the CLIENT.
2. When the CLIENT and/or other entitled parties cannot be found and/or do not give enforceable instructions and/or do not pay legally due amounts - after the expiration of a 90-day period from the date on which the goods should have been accepted by the Recipient.

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3. Without prior warning for perishable goods, for goods that have perished/damaged and/or which storage may cause damage to the FORWARDER or third parties, or is contrary to applicable legal norms.

(2) In the cases set out in para. (1) above, the FORWARDER shall dispose of the goods at the expense of the OWNER and shall be obliged to make available to the entitled party the amount of the sale after deducting the expenses. If these costs exceed the amount of the sale, the FORWARDER is entitled to receive the difference.

11. INSURANCE

Article 24. GOODS INSURANCE

(1) The insurance of the goods is carried out at the expense of the CLIENT and only upon its explicit instruction, indicating the insurance amount and the risks covered, and in this case, the FORWARDER does not enjoy the rights of the Insured party and does not bear liability as an Insurer. The CLIENT has no right to claim against the FORWARDER under the concluded insurance, except for gross negligence in carrying out the insurance.

Article 25. Upon the occurrence of insured events, the FORWARDER is deemed to have fulfilled its obligations when it has taken reasonable measures to preserve the interests of the CLIENT and his/her rights under the insurance and has transferred its rights under the insurance (if the same has been concluded on behalf of the FORWARDER) to the CLIENT, the OWNER and/or the INSURER.

Article 26. In case of damage covered by insurance made by the FORWARDER at the expense of the CLIENT, the FORWARDER is released from liability to the CLIENT/OWNER for the part of the damage covered by the insurance compensation.

12. SPECIFIC CONDITIONS CONCERNING GOODS WITH SPECIAL PROPERTIES

Article 27. DECLARING GOODS WITH SPECIAL PROPERTIES:

(1) The FORWARDER accepts only by express written agreement, based on the CLIENT's declaration, goods that:

1. are oversized, heavy or easily perishable cargo, and/or
2. pose a danger to human health and life, to any property or to the environment, and/or
3. require special treatment and devices for transport, storage or handling;

13. FORWARDER'S RESPONSIBILITY

Article 28. The liability of the FORWARDER is determined, limited, excluded and terminated in the manner and to the extent defined in these GFC.

Article 29. If the FORWARDER can rely on a provision in these GFC that limits or excludes its liability, the CLIENT or other persons cannot raise objections to tort.

Article 30. LIMITATIONS OF THE FORWARDER'S LIABILITY AS AN AGENT AND AS A SALES REPRESENTATIVE

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(1) The FORWARDER's liability when performing services in the capacity of Agent or Sales Representative of the CLIENT is engaged only in the event of his/her error or culpable conduct.

(2) As an Agent or Sales Representative, the FORWARDER is not liable for damages caused to the CLIENT by the CONTRACTOR of the services for transportation, storage and handling of the goods, unless he/she has exercised the care of a good Forwarder when selecting the CONTRACTOR.

Article 31. When acting as an OPERATOR, the FORWARDER is liable for proven damages from shortages and damage occurring during the period from the acceptance of the goods under his/her control until their delivery.

Article 32. In all cases, the FORWARDER is solely responsible for direct shortages and damage to the goods received by him/her and is not liable for any indirect damages, losses and lost profits. In the event of loss or damage to a part of the goods, which makes the remaining part unusable for its intended purpose, the FORWARDER is only liable for the damage to the specific part.

Article 32. EXCLUDED RISKS:

(1) The FORWARDER is exempt from liability for damages from shortages and damage to the goods if they arise from:

1. execution of the CLIENT's instructions and actions or inactions of the same;
2. lack of documented instructions from the CLIENT, when the nature of the goods and/or service requires such instructions;
3. internal and hidden defects of the goods and their packaging and/or inappropriate, insufficient or missing packaging;
4. the properties inherent in the goods and/or the materials of which they are made;
5. action of rodents, moths, worms, molds and other parasites and pests;
6. normal aging, biological and physico-chemical processes normally occurring in the product;
7. low and high temperatures, drying, humidification or condensation of moisture in a warehouse or means of transport without special temperature and humidity regulation (unless a special means of transport is used upon express agreement with the CLIENT);
8. other atmospheric influences and their consequences during storage or transport of the goods in a warehouse or means of transport not protected from these influences with the consent of the CLIENT;
9. military actions; strikes; burglaries; robbery; actions of armed gangs; actions of the authorities and bodies and institutions authorized by them; nuclear incidents and their consequences; fire, earthquake and other natural disasters; circumstances that are of a force majeure nature, and other circumstances that the FORWARDER cannot foresee and/or the consequences of which cannot be prevented with reasonable care and diligence.

(2) In order to be exempt from liability, the FORWARDER is obliged to prove that the damages from shortages and damage to the goods resulted from the action of the above factors.

Article 33. DETERMINATION OF COMPENSATION

(1) Without prejudice to the limitations defined in Article 34, the compensation due from the FORWARDER may not exceed the value of the damaged or missing goods at the time and place where the goods were accepted by the FORWARDER.

(2) This value shall be determined on the basis of the invoice value of the goods, and where there is none - in descending order on the basis of the current stock exchange price, wholesale market price, or by reference to the usual value of goods of the same type and quality.

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Article 34. LIMITATION OF COMPENSATION

(1) In all cases, compensation for damages from shortages and damage to the goods is limited to:

1. SDR 2.00 per kilogram of gross weight of missing/damaged goods, but not more than SDR 666.67 per parcel or shipment in water transport and in combined transport in an international message including a water leg, where the place where the lack/damage occurred cannot be established.

2. SDR 8.33 per kilogram of gross weight of missing/damaged goods when transported by road and/or rail in an international message.

(2) In the event of a delay in delivery, if the entitled party proves that damage has occurred as a result, the FORWARDER shall pay compensation up to the amount of the damage, but not more than the remuneration as a Sales Representative or as an Operator for the given transaction/service.

(3) In all other claims, the compensation due from the FORWARDER shall be limited to the lesser of the following amounts:

1. the value of the goods, the subject of the specific transaction between the FORWARDER and the CLIENT, but not more than SDR 2.00 per kilogram of gross weight with a maximum of SDR 666.67 per parcel or shipment, or

2. SDR 50,000 for each individual transaction.

Article 35. When the compensation paid by the FORWARDER is equal to the full value of the goods determined in accordance with Article 34 above, the CLIENT or the OWNER shall be obliged to transfer to the FORWARDER the ownership of the goods and all rights they have against third parties in relation to the goods.

14. CLAIMS

Article 36. CLAIM DEADLINES AND PROCEDURES

(1) All damages from shortages, damage and other reasons should be documented and reported in writing to the FORWARDER immediately after the events giving rise to the claim become known to the injured party, but no later than:

1. acceptance of the goods by the Recipient in case of obvious shortages and damage to the goods;

2. 5 (five) days after delivery in case of hidden shortages and damage to the goods;

2. 20 (twenty) days after the agreed or usual delivery date in case of delayed delivery or non-delivery of the goods;

3. 30 (thirty) days after the event in all other cases.

(2) In case of failure to comply with the deadlines and procedures described in para. (1), it shall be deemed, until proven otherwise, that the shortages, damage and losses occurred after the delivery of the goods by the FORWARDER.

(3) The period for filing a proven claim against the FORWARDER is 3 (three) months and runs in accordance with the provisions of Article 37 below.

(4) When the transport is carried out under the terms of an international convention or agreement, the notification and claim deadlines provided for therein shall apply.

(5) The claim is legally filed only when the CLIENT has paid all amounts due to the FORWARDER without delay, deduction or set-off.

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(6) In case of non-compliance with the above provisions and when the injured party has, by its actions/inaction, thwarted the possibility of bringing a recourse claim against the guilty third parties, the FORWARDER may reject the claim without the need for additional arguments.

Article 37. LIMITATION PERIOD

(1) The limitation period for legal claims arising from the services and transactions of the FORWARDER is determined in accordance with Bulgarian legislation and applicable international conventions, and runs as follows:

1. in case of partial lack, damage or delay in delivery - from the day on which the goods were delivered;
2. in case of complete absence - from the thirtieth day after the expiry of the agreed delivery period, and if no such period has been agreed - from the sixtieth day from the date of acceptance of the goods by the FORWARDER or the CONTRACTOR;
3. in all other cases - from the ninetieth day from the date of confirmation of the forwarding order.

15. PAYMENT OF THE COSTS AND THE FORWARDER'S REMUNERATION AND SECURITIES

Article 38. Maturity:

(1) The CLIENT is obliged to pay the FORWARDER all amounts due when due, without postponement, deduction or set-off, regardless of whether these amounts represent remuneration due for services rendered or are expenses and damages incurred by the FORWARDER.

(2) Unless otherwise agreed, any amount due is due and payable by the CLIENT after 10 (ten) days from the date of dispatch and/or transmission of the invoice to the FORWARDER for CLIENTS in the country and 14 (fourteen) days from the date of dispatch and/or transmission of the invoice for CLIENTS abroad.

Article 39. In the event of overdue payments, the payer of the invoice owes the statutory interest for late payment.

Article 40. Even when the FORWARDER has accepted instructions to collect part or all of the amounts and fees due to him/her from a third party, the CLIENT always remains jointly and severally liable for the payment of these amounts when due.

Article 41. The FORWARDER has the right to claim all amounts due both against the CLIENT and against the Sender, the Recipient and/or the OWNER of the goods.

Article 42. SECURITY OF RECEIVABLES:

(1) The FORWARDER has the right to request partial or full prepayment or security for all costs of executing the order and for his/her remuneration, as well as for costs arising from circumstances of a General Average nature affecting the CLIENT's goods.

(2) The FORWARDER has the right to take all reasonable measures, including to dispose of the goods at its discretion, to secure reimbursement of the costs and damages incurred in the execution of the forwarding order, unless they are caused at the FORWARDER's fault. The FORWARDER is a creditor with the right of legal lien, which he/she exercises in accordance with the applicable legal norms in the Republic of Bulgaria.

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16. FINAL PROVISIONS

Article 43. CONFLICT RULES IN THE RELATIONSHIP BETWEEN A PRINCIPAL AND INTERMEDIATE FORWARDER:

(1) When the FORWARDER in Bulgaria subcontracts the performance of part or all of the forwarding contract to an Intermediate Forwarder abroad, the General Trading Terms and Conditions of the latter shall apply in the relations between the Principal and Intermediate FORWARDER, unless otherwise agreed.

(2) When subcontracting part or all of the forwarding contract to an Intermediate Forwarder in Bulgaria, these General Forwarding Conditions shall apply to the relations between the Principal and Intermediate FORWARDER, whereby the Principal FORWARDER acts in the role of the CLIENT under these General Forwarding Conditions.

Article 44. For all issues not settled by these GENERAL FORWARDING CONDITIONS, the provisions of the specific forwarding contract, the applicable international conventions and the legislation of the Republic of Bulgaria shall apply.

Article 45. All disputes arising from or relating to this contract, including disputes arising from or relating to its interpretation, annulment, performance or termination and which cannot be resolved through negotiations, as well as disputes regarding the completion or omissions in the contract or its adjustment to new circumstances, shall be resolved by the Arbitration Court at the Bulgarian Chamber of Commerce and Industry, consisting of three arbitrators and in accordance with the Rules for the Consideration of Cases Based on an Arbitration Agreement. Bulgarian law is applicable.

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