

## **General Terms and Conditions of TÜV NORD Bulgaria EOOD**

### **I. Definitions**

The following terms, used in these General Terms and Conditions, have the following meaning:

"Contractor" is the company of TÜV NORD GROUP on whose behalf this Contract is signed.

"Contracting Authority" is the client who assigns the performance to the Contractor.

"Entrepreneur" is any contractual partner who practices its commercial or independent professional activity upon the conclusion of this Contract.

"User" is any contractual partner who concludes the Contract for a purpose, which does not, to a large extent, form part of its commercial or independent professional activity.

### **II. Validity of these General Terms and Conditions**

1. Unless provided otherwise in individual cases, the Contracts with the Contractor shall be concluded exclusively pursuant to the following provisions. The Contractor shall not accept any conflicting provisions or terms and conditions of the Contracting Authority that are inconsistent with them unless it has given its express written consent for them. The following terms and conditions of the Contractor shall apply even if the Contractor provides its service without reservation while being aware of the conflicting or inconsistent terms and conditions of the Contracting Authority.

2. These General Terms and Conditions shall apply to all services of the Contractor (including, but not limited to, expert opinions, inspections) and all responsibilities arising from the contractual obligation to the Contracting Authority. These General Terms and Conditions shall also apply to all future business relations with companies and corporate bodies regulated by public law.

### **III. Contract Conclusion**

1. A Contract shall be deemed concluded with the Contractor only after the Contracting Authority accepts the offer of the Contractor without remarks or if the Contracting Authority receives the Contractor's written confirmation of the order or if the Contractor starts the provision of the service. If the Contractor issues a written confirmation of the order, this confirmation shall be decisive with respect to the content and scope of the Contract, unless expressly agreed otherwise.

2. All agreements between the Contracting Authority and the Contractor regarding the performance of the Contract are comprehensively described in writing in this Contract, including in these General Terms and Conditions. No oral supplements are available.

### **IV. Contract Performance and Obligation for Participation of the Contracting Authority**

1. If for the performance of the service assigned to the Contractor it is necessary to gain access to the Contracting Authority's sites, the Contractor shall not be liable for compensation for damage or destruction of these sites as a result of the performance of the contract.

2. If the Contractor's own equipment is damaged, destroyed or lost as a result of or in connection with the proper performance of the service by the Contractor and through no fault of the Contractor, the Contractor is entitled to request a replacement from the Contracting Authority.

3. The transportation and eventual return of the items to the Contracting Authority shall be at its expense and risk. However, the return shall be made only at the express request of the Contracting Authority. During storage, the Contractor's liability shall be limited to such due care and diligence as those used in its own affairs.

4. The Contracting Authority is obliged to fully disclose the complete information that is relevant for the proper performance of the service by the Contractor. However, the Contractor is not obliged to verify the accuracy and completeness of the data, information or other services provided by the Contracting Authority, insofar as there is no reason to do so in view of the relevant circumstances of

each individual case, unless this is expressly specified in the order. The Contractor shall assume no guarantees for the accuracy of the safety rules, information and programs on which its inspections and expert opinions are based, unless such rules, instructions or programs are compiled by it or are the subject of the order for inspection. If the Contractor is assigned to check the technical safety of a certain site, the Contractor shall not accept any guarantees for the absence of other defects of the site, unless this is expressly stated in the order.

5. To the extent that the participation of the Contracting Authority is necessary for the performance of the services by the Contractor, the Contracting Authority should ensure such participation in a timely manner and at its own expense. The expenses will only be reimbursed if this has been expressly agreed in text form. To the extent that the Contracting Authority does not fulfill its obligations to participate, does not do so properly or in a timely manner and as a result acceptance is delayed, the Contractor is entitled to charge all additional expenses incurred as a result. The additional legal claims of the Contractor are expressly not affected.

6. The Contractor is authorised to assign the performance of the services assigned under this contract to a carefully selected and suitable subcontractor.

7. If the Contractor carries out an activity outside its premises, the Contracting Authority shall be responsible for all measures necessary to fulfill the duties of care for the protection of public order, unless this is required due to the nature of the activity or based on an agreement with the Contracting Authority. The Contractor is entitled to refuse to perform the service until the necessary measures are taken. The Contracting Authority will promptly inform the Contractor in writing of all safety and accident prevention rules applicable at the relevant location.

8. If the Contract includes services related to the Contracting Authority's electronic data processing system, the Contracting Authority shall create backup copies of the data and programs at regular intervals appropriate for the application, at least once daily, in a digital form to ensure that they can be recovered with reasonable efforts. The Contractor shall be responsible for the recovery of data only if and to the extent that the Contracting Authority has ensured that such data can be recovered from other information material with reasonable efforts.

## **V. Deadlines and Schedules**

1. If a mandatory deadline for the provision of the services is not agreed upon, the Contractor shall be in breach only if the Contracting Authority has first provided an appropriate deadline in text form for the provision of the assigned service and this deadline has expired unsuccessfully. Deadlines shall start only from the full provision of all participation obligations owed by the Contracting Authority, and to the extent that an advance payment has been agreed upon - from its receipt. Deadlines shall be extended accordingly due to requests for retroactive changes by the Contracting Authority or due to delayed participation.

2. If the service assigned to the Contractor is delayed due to unforeseeable circumstances and due to circumstances for which the Contractor is not at fault (for example, strike, legal lockout, work stoppage, transportation disruption, shortage of resources, official measures - also at the Contractor's supplier) , the Contractor is entitled to postpone the service for the period of the delay. If the delay lasts more than six weeks, the Contractor is entitled to withdraw from the Contract. The Contractor shall immediately inform the Contracting Authority of the absence of the service or the partial service, and in case of withdrawal from the Contract, shall immediately restore all services already provided. Claims for damages are excluded.

3. If the Contracting Authority fails to fulfill its acceptance obligation or if it breaches other participation obligations, the Contractor shall be entitled to claim reimbursement of any additional costs that may have been incurred as a result of such default or breach. This shall not affect any further legal claims for damages.

4. If the Contractor fails to perform the work assigned to it, its liability for damages resulting from the delay (compensation in addition to services) shall be limited to 5% of the Contract price. Claims for damages in lieu of performance are covered in Section X.

## **VI. Acceptance**

1. The Contracting Authority is obligated to accept the services of the Contractor. Immaterial deficiencies do not entitle the Contracting Authority to refuse acceptance. In the case of separate partial services, the Contractor is entitled to request partial acceptance as well.
2. The Contracting Authority must accept the services of the Contractor within 14 days of completion and the Contractor's request for acceptance unless the Contracting Authority refuses the acceptance within the specified grace period by stating at least one deficiency. If the Contracting Authority does not accept the services within the specified grace period, although it is obliged to do so, the service shall be deemed accepted. If the Contracting Authority is a User, the Contractor must, along with his request for acceptance, expressly inform the Contracting Authority of the consequences of not declaring acceptance or refusing acceptance without specifying the deficiencies.
3. If the Contracting Authority claims a lien due to deficiencies, the Contractor may review the service it has provided. If the lien of the Contracting Authority is unfounded, the Contracting Authority shall bear all additional costs incurred.

## **VII. Prices and Payment**

1. The Contracting Authority shall owe the price specified by the Contractor, or the usual price the Contractor charges for the respective service plus the statutory value added tax, if such is due. In case of transnational services, all applicable taxes, fees, custom duties, and other charges (of any kind), incurred for the transnational service, shall be borne by the Contracting Authority.
2. If within the scope of contracts for the performance of a continuing obligation and long-term contracts the basic costs of the Contractor increase and this increase is not due to culpable behaviour of the Contractor, the latter is entitled to a price increase commensurate with the increase in its basic costs. If the Contracting Authority does not agree with such a price increase, it is entitled to terminate the Contract within four weeks after receiving notification of the price increase. Otherwise, the increase shall be deemed mutually agreed upon.
3. The Contracting Authority undertakes to pay the due remuneration within one week after receiving the invoice, to the bank account specified by the Contractor. The credit entry on the Contractor's account is decisive for the timeliness of the payment. The Contractor reserves the right to require appropriate deferred payments and appropriate advance payments.
4. If the Contract is based on a cost estimate and if it turns out that the costs will be significantly higher than the amount set for the Contracting Authority, the Contractor should inform the Contracting Authority about this in text form. In this case, the Contracting Authority is authorised to terminate the Contract in writing, within two weeks after receiving such notification.

In the event of termination, the Contractor is entitled to request a partial remuneration corresponding to the services already provided. In addition, the Contractor is authorised to request compensation for all expenses not included in the remuneration but incurred during the provision of the services.

5. If the Contracting Authority owes the Contractor principal, interest and expenses, with any payment by the Contracting Authority that is not sufficient to cover the interest, expenses and principal, the expenses shall be repaid first, then the interest and finally the principal.
6. The Contracting Authority is entitled to set-off and retention only if its counter receivables are liquid and demandable. This limitation shall not apply to the Contracting Authority's claims for defects arising from the same contractual relationship as the Contractor's claim for payment.
7. If, after the conclusion of the Contract, it becomes clear that the Contractor's receivables from the Contracting Authority are at risk due to the Contracting Authority's inability to fulfil the contract, the Contractor is entitled to perform the outstanding services only against an advance payment or the provision of a guarantee, as well as to settle any still unpaid receivables for already performed partial services arising from the contract and - after unsuccessful expiration of a grace period - is entitled to withdraw from the Contract.
8. In case of non-fulfilment of the payment obligation, the Contracting Authority shall owe interest for delay in the amount of the statutory interest. The Contractor is entitled to make additional claims if it can prove greater damages before the Contracting Authority.

## **VIII. Claims**

1. In the event of poor performance by the Contractor, the Contracting Authority shall provide the Contractor with an opportunity for additional performance, at least twice, within the relevant grace periods, unless this is unreasonable in each individual case or unless special circumstances justify immediate withdrawal of the Contracting Authority in view of mutual interests. The Contractor may choose to remedy the defect or to provide the service once again without defect. If the additional performance does not correspond to the agreed one, the Contracting Authority is entitled to reduce the remuneration or to withdraw from the Contract. Claims for damages are provided for only in accordance with Section X. Claims for damages and claims for cancellation are not provided for if the deviation from the agreement is insignificant.

2. The Contracting Authority undertakes to notify the Contractor immediately - no later than two weeks after acceptance - in writing of all apparent defects. The Contracting Authority shall notify the Contractor in writing of all hidden defects no later than two weeks after their discovery. Otherwise, warranty claims are excluded.

## **IX. Withdrawal from the Contract**

The Contracting Authority's right to withdraw from the Contract is valid only if the Contractor is responsible for the non-fulfilment of the obligations on the basis of which the withdrawal from the Contract is made. The withdrawal from the Contract must be requested in writing.

## **X. Liability**

1. The Contractor's liability is based on the statutory provisions for compensation for damages if the Contracting Authority makes claims for damages based on intent or gross negligence, including intent or gross negligence of the Contractor's representatives or agents, or if the Contractor culpably fails to perform a material contractual obligation. Material contractual obligations are the obligations that enable the proper performance of the Contract in the first place and on the performance of which the contractual partner normally relies.

2. Insofar as the Contractor cannot be accused of intentionally violating a certain contractual obligation, the liability for damages in the aforementioned cases is limited to the losses incurred and profits lost, insofar as they are a direct and immediate consequence of the non-performance and could have been foreseen when the obligation arose. Accordingly, in these cases, the Contractor is liable for pecuniary and non-pecuniary damages up to a maximum amount of EUR 1,000,000.00 for each event related to damages.

3. The above provisions do not affect liability for culpably caused damage affecting life, causing injury or damage to health.

4. Unless provided otherwise in these provisions, liability for damages exceeding that set forth in points 1 to 3 of this section is excluded regardless of the legal nature of the claim.

5. To the extent that the Contractor's liability for damages under the above provisions is excluded or limited, this also applies to the personal liability for damages of the Contractor's employees, workers, staff members, representatives, and agents.

6. The restrictions under items 1 and 2 also apply if the contracting authority claims unreasonable expenses instead of damages in lieu of performance.

## **XI. Limitation Periods**

The provisions of articles 110-120 of the Obligations and Contracts Act shall apply to the limitation periods.

## **XII. Rights of Use and Indemnification**

1. The Contractor's services provided during the performance of the Contract (for example, drawing up expert opinions, conducting inspections and consultations) may be used only within the agreed purpose. Therefore, in deviating agreements in each individual case, the Contractor shall grant

to the Contracting Authority a simple, non-transferable right of use, which is limited in terms of duration and location, for its services that are subject to copyright protection. No other rights shall be expressly granted. In particular, the Contracting Authority is not entitled to process or modify the Contractor's services or use parts of thereof.

2. To the extent that, by virtue of the Contract, the Contractor grants the right of use of quality marks and/or the Contractor's certificate in the agreed scope, they may be used only for the purpose specified under the contract or for the certified area and only in the unchanged form or type as provided by the Contractor.

3. Any use of the Contractor's trademarks and identification marks other than those mentioned above, for example the test mark/design mark "TÜV NORD", requires the Contractor's express prior written consent.

4. If the Contracting Authority violates the above provisions, the Contractor is entitled at any time to prohibit the further use of the services, quality marks, certificates and/or identification marks of the Contractor. The Contracting Authority is obliged, at the first request from the Contractor, to indemnify the Contractor for all claims of third parties, regardless of the legal basis (e.g. competition law) on which the claims for the use of the services, quality marks, certificates and/or identification marks of the Contractor are based, as well as for all its own, related and necessary expenses.

### **XIII. Data Protection**

The Contractor undertakes to process and use the personal data exclusively within the scope of the purpose of the Contract and for advertising purposes, to the extent that such use is permitted in accordance with the legal provisions, even without the consent of the Contracting Authority. The Contracting Authority may at any time in the future object to the use and disclosure of the data for advertising purposes. After the complete performance of the Contract, the personal data of the Contracting Authority should be blocked for further use and deleted after the expiration of the statutory storage periods, unless the Contracting Authority has provided separate consent for further use. In the rest and in accordance with the applicable personal data protection legislation, the Contracting Authority is entitled to information, reporting, blocking and deletion of its data stored by the Contractor.

### **XIV. Confidentiality and Document Retention Obligation**

1. The Contractor and the Contracting Authority are obliged to observe confidentiality with respect to the confidential information of the relevant other partner under the Contract. This obligation continues for a period of five years after the termination of this Contract.

Excluded from this obligation is any information which

a) can be proven to have already been known to the recipient at the time of the conclusion of the Contract or has been disclosed by third parties after the conclusion of the Contract, without such third parties violating a confidentiality agreement, legal regulations or official orders;

b) is publicly known at the time of the conclusion of the Contract or has become publicly known after the conclusion of the Contract, unless it is based on a breach of this Contract;

c) must be disclosed due to a legal obligation or an order of a court or official body. To the extent permitted and possible, the recipient required to disclose such information shall notify the other contractual partner in advance thereof and provide it with an opportunity to take action against such disclosure.

d) the recipient has developed such confidential information on its own or has developed it independently of the known confidential information.

2. The Contractor undertakes to keep the contractual documents, insofar as there is a legal or official obligation to do so. In addition, the Contractor is obliged to keep the documents for record keeping purposes. All possible legal or contractual claims of the Contracting Authority for return shall remain unaffected.

### **XV. Place of Performance and Non-transferability**

1. The place of performance of all services is the registered office of the Contractor.

2. The transfer or pledge of claims to which the Contracting Authority is entitled based on the business relationship is excluded.

**XVI. Jurisdiction and Applicable Law**

1. All legal disputes between the parties hereunder shall be resolved by the competent Bulgarian court.

2. With respect to all commercial relations and the overall legal relationship between the Contracting Party and the Contractor, the law of the Republic of Bulgaria shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Valid from: January 2023

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