GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS OF "GERMAN BULGARIAN BUSINESS GROUP" OOD, UIC 131271303 (hereinafter referred to as GBB Group for brevity in this document)

1. General provisions:

1.1. The General Terms and Conditions apply to all transactions between GBB GROUP and its CUSTOMERS regarding goods and services offered by GBB GROUP, unless their application is excluded in whole or in part by a written contract.

1.2. The CLIENT's commercial terms and conditions are not applicable to GBB GROUP.

1.3. The General Terms and Conditions are effective from the earliest of: a) submission of an offer by GBB GROUP; b) request for goods/services by the CLIENT; c) conclusion of an individual written contract, which does not exclude the application of the General Terms and Conditions; d) occurrence of another relevant circumstance. For the avoidance of doubt, the General Terms and Conditions shall be deemed to be effective no later than the delivery of the goods/services.

1.4. In the event that individual clauses of the General Terms and Conditions become wholly or partially invalid, their invalidity shall not affect the validity of the remaining terms and conditions or their binding force. The parties shall renegotiate, in good faith, the terms of each invalid clause, and in the event of failure to reach an agreement, the same shall be replaced by the relevant mandatory legal norm.

1.5. It shall be deemed that GBB GROUP has waived a right only when the waiver is formulated in a duly signed written document, expressly stating the right that GBB GROUP waives.

2. Offers and orders:

2.1. GBB GROUP’s offers are binding until the expiry of the period specified therein. The CLIENT has no right to provide third parties with an offer addressed to him. Any oral agreements, including those between the CLIENT and GBB GROUP employees, are valid after their due written confirmation by GBB GROUP.

2.2. An order/request of the CLIENT becomes binding for GBB GROUP only if: a) it is made in writing, with an explicit indication of the goods/service by type and quantity and b) it is confirmed by GBB GROUP in writing or by making a delivery in accordance with the order.

3. Deliveries:

3.1. The quantity of the delivery is determined according to the order/request confirmed by GBB GROUP, and in the absence of such - at the discretion of GBB GROUP, according to the usual commercial practice and the needs of the CLIENT. GBB GROUP has the right to make partial deliveries in a reasonable volume, without this being considered a failure to fulfill its obligations. Without limiting the generality of the latter, GBB GROUP has the right to make partial deliveries and/or to be released from its obligation to deliver, in case the stock of the relevant goods is not sufficient to satisfy the needs of all CUSTOMERS.

3.2. Deliveries are made EXW (“Ex Works”) – in the warehouse in Bulgaria from which the goods are shipped. If the loading of the goods and/or their transport to the destination are organized by GBB GROUP, the CUSTOMER pays GBB GROUP all related costs. In case it is expressly agreed that the delivery will be made CPT (“Carriage Paid To”) the destination, the price offered by GBB GROUP does not include the costs of unloading.

3.4. The risk of accidental loss or damage to the goods, as well as the risk of any costs that may arise in connection with the goods, including costs for their storage, is transferred to the CLIENT at the agreed time for the transfer of the goods to the CLIENT or to a courier, carrier or forwarder for delivery to the CLIENT. The delivery to the CUSTOMER is certified by a bilaterally signed

dispatch note, acceptance and delivery protocol or other written document of equivalent significance. The delivery to a courier, carrier or forwarder for delivery to the CUSTOMER is certified by the relevant transport document. GBB GROUP is not obliged to notify the CUSTOMER that the goods are ready for delivery.

3.5. The acceptance of the goods by the CUSTOMER, courier, carrier or forwarder certifies the CUSTOMER's approval of the quantity, packaging and loading of the goods. THE CUSTOMER agrees that GBB GROUP is not obliged to insure the cargo/goods, including to conclude transport insurance.

3.6. The CUSTOMER undertakes to provide GBB GROUP with all possible assistance in connection with the delivery, as well as to notify it in a timely manner of circumstances that may hinder the delivery. The goods are unloaded by the CUSTOMER immediately after their arrival, with due care, in accordance with the instructions given. GBB GROUP may, at its discretion, provide assistance in the unloading, without any legal obligation to do so and at the risk of the CUSTOMER. In the event that GBB GROUP equipment is used for unloading, GBB GROUP shall invoice the CUSTOMER for all costs related to the delayed unloading.

3.7. The goods are delivered with quality and packaging, according to usual commercial practice. In the case of sale by sample or trial, the characteristics of the sample or trial are not guaranteed. Unless otherwise agreed, liquid chemicals are delivered in GBB GROUP’s own containers, in accordance with GBB GROUP’s General Terms and Conditions for the Use of Containers.

3.8. The use, treatment and processing of the goods by the CUSTOMER is carried out at his own risk. GBB GROUP is not responsible for the conformity of the delivered goods with the purposes for which the CUSTOMER intends to use them, nor for damages of any nature that may arise as a result of processing, treatment or use of the goods in a broad sense. The CUSTOMER is obliged to check the conformity of the goods with the intended use.

3.9. The goods offered by GBB GROUP have a level of safety, in accordance with the current standards, safety passports, operating instructions and any other written instructions given by the manufacturer for the specific goods, in view of the relevant level of science and technology. GBB GROUP is not responsible for the compliance, by the CUSTOMER, with the applicable safety requirements and environmental standards, as well as for providing the CUSTOMER with the necessary permits to operate the goods, where applicable.

3.10. GBB GROUP shall make deliveries within the time limits confirmed by it in writing. All other time limits shall be determined depending on the specific conditions (including: transport conditions and routes, vehicles, etc.) and shall be deemed to have been met if the goods leave the point of dispatch at such time as, taking into account the specific conditions, is necessary for their arrival at the destination.

3.11. GBB GROUP shall not be liable for non-performance in the broad sense caused by force majeure (force majeure, accidental event or other circumstances beyond GBB GROUP's control, including: obstacles or difficulties in the operation of subcontractors, the production or transport sector, etc.). In the event of force majeure, the CLIENT shall not have the right to cancel or refuse to accept deliveries made with delay. If, due to force majeure, any delivery is delayed by more than 2 (two) months after the specified deadline, GBB GROUP shall be entitled, at its discretion, immediately after the expiry of the two-month period or later, to terminate the contract or refuse to perform specific deliveries with immediate effect. If, due to force majeure, any delivery is delayed by more than 2 (two) months after the specified deadline, the CLIENT shall be entitled to grant GBB GROUP a reasonable period for performance, after the expiry of which, in the absence of performance, it shall be entitled to refuse the delivery and/or terminate the contract with immediate effect.

3.12. In the event of a culpable delay in delivery, the CLIENT may grant GBB GROUP an additional period with written notice, after the expiry of which, in the absence of performance, it shall be

entitled to refuse the delivery with immediate effect. The additional period may not be shorter than the delivery period.

3.13. The CLIENT has no right to refuse to pay for accepted goods by offering to return them to GBB GROUP.

4. **Prices and payment:**

4.1. The CLIENT pays GBB GROUP for the deliveries at prices in force on the date of issue of the invoice. The CLIENT agrees that GBB GROUP may unilaterally increase the announced prices of the goods, with the change coming into force immediately after notification. In case of disagreement with the increase, the CLIENT has the right to terminate the contract with two weeks' written notice.

4.2. Any increase in costs in connection with the performance of the contract, which has arisen after its conclusion, including: transportation costs, customs duties, taxes and other public receivables, is at the expense of the CLIENT.

4.3. Payments are made immediately after the invoice is issued, unless otherwise agreed. If another term is agreed, it is noted in the issued invoice. The payment shall first repay the costs, then the statutory interest and finally the principal. In the event that the basis for payment is not clearly stated, the payment shall repay the obligations in the order in which they arose.

4.4. GBB GROUP shall invoice separately or on a separate line, and the CLIENT shall pay immediately, without deductions, together with the VAT due, regardless of the terms of payment of the price: a) the charge for containers for liquid chemicals, where applicable; b) the costs accompanying the delivery, including: transport costs, as well as loading costs, where applicable, in the case of delivery EXW to the forwarding warehouse, in case the loading and/or transportation of the goods to the destination is organized by GBB GROUP;

4.5. In the case of transactions in foreign currency that are not invoiced in BGN, the changes in the exchange rate that occurred after the conclusion of the contract are in favor or at the expense of the CLIENT.

5. Commodity credit limit:

5.1. The CLIENT has the right to a commodity credit limit, the amount of which, including VAT, is determined, for each individual case, in the contract for the supply of goods signed between the CLIENT and GBB GROUP. In the absence of a separate contract for the supply of goods signed between the CLIENT and GBB GROUP, the amount of the commodity credit limit is determined unilaterally by GBB GROUP, taking into account the specifics of the respective case - the quantity of the total/expected volume of orders for delivery; prices of the relevant products; market conditions at the relevant time, etc.

5.2. The commodity credit limit may not be exceeded at any time during the term of the contract by the value, including VAT, of the goods received but not paid for by the CLIENT under all his contracts with GBB GROUP, regardless of whether the due date for payment of the relevant invoices has occurred.

5.3. If the amount of the commodity credit limit is exceeded, on the day of placing an order under any of the contracts between the CLIENT and GBB GROUP, with which order the total value of the ordered but unpaid goods by the CLIENT under all contracts with GBB GROUP exceeds the commodity credit limit, the CLIENT shall pay GBB GROUP at least such amount as to reduce the debt to the amount of the credit limit. Payment shall be made in the order of maturity of the unpaid invoices, regardless of whether their maturity for payment has occurred.

5.4. If the amount of the commodity credit limit is exceeded, GBB GROUP shall have the right to refuse, delay or require advance payment of deliveries under CLIENT's orders until the conditions under 5.3 above are met.

6. Claims:

6.1. Complaints about shortages and other obvious defects may be submitted in writing upon acceptance of the goods by the CLIENT. Otherwise, the goods shall be deemed accepted. In the event of a timely, accurate and justified complaint about defects, GBB GROUP may, at its discretion: a) replace the goods with defects, b) supplement the delivery with the missing goods, c) compensate the CUSTOMER for the defects or d) make a discount on the price of the goods.

6.2. Complaints about defects that by their nature cannot be noticed during a simple inspection may be submitted in writing, immediately after their discovery, but no later than 1 (one) month from the acceptance of the goods. Failure to notify within these terms is equated with approval of the goods. Complaints should be accompanied by relevant evidence and other relevant documentation. The parties shall sign a statement of findings for the claimed defect, and in case of disagreements regarding its content, they shall engage an independent expert/expert committee. In case of detected defects, GBB GROUP may, at its discretion: a) replace the defective goods, b) compensate the CUSTOMER for the defects or c) make a discount on the price of the goods.

6.3. A complaint for defects for a specific delivery of goods or services does not entitle the CUSTOMER to refuse subsequent deliveries under the same or another legal relationship. GBB GROUP is not liable for defects that can be eliminated by the CUSTOMER without significant effort, as well as for complaints for which the CUSTOMER has not submitted to GBB GROUP the relevant documents (acceptance/delivery reports, etc.) for an effective incoming control carried out by the CUSTOMER, certifying that the goods ordered by the CUSTOMER, upon acceptance, meet its requirements.

6.4. In the event of replacement of goods with defects, GBB GROUP sets a reasonable period within which it collects or undertakes to dispose of the claimed goods. If GBB GROUP fails to meet the period, the CUSTOMER may return the goods on its own initiative to the point of dispatch in the country. In this case, GBB GROUP shall bear the costs of transporting the goods from the place of delivery to the point of dispatch in the country.

7. Liability:

7.1. GBB GROUP is only liable for damages caused intentionally or due to gross negligence, in case of violation of a material contractual obligation. GBB GROUP is only liable for direct damages from the delivery. In case of delay in delivery, GBB GROUP's liability may not exceed 10% (ten percent) of the value of the delivery, according to the issued invoice.

7.2. GBB GROUP is not liable for the failure of a courier, carrier or forwarder or their subcontractors, regardless of whether they are engaged by it. Liability for subcontractors is limited to the careful selection of the latter.

7.3. GBB GROUP is not liable for delayed acceptance or unjustified refusal to accept goods by the CLIENT. In case of delayed acceptance or unjustified refusal to accept goods, GBB GROUP has the right to refuse deliveries in whole or in part, in connection with the affected contract and under other legal relations with the CLIENT and/or to terminate the contract without notice. In the event of a delay in acceptance and/or unjustified refusal to accept goods, the CUSTOMER shall not be released from its payment obligation. The CUSTOMER shall pay GBB GROUP all costs resulting from the unjustified refusal and/or delay in accepting the goods, including, but not limited to: the costs of their storage and the transport costs for delivery/attempted delivery CPT destination.

7.4. The CUSTOMER shall not have the right to offset its receivables with GBB GROUP's receivables, unless they have been judicially confirmed or expressly acknowledged by GBB GROUP.

7.5. In the event of a delay in payment, the CUSTOMER shall owe GBB GROUP the statutory interest for late payment on the value of the unpaid obligation. This shall not deprive GBB GROUP of the right to claim actual damages exceeding the amount of the statutory interest. The CUSTOMER

shall also pay all costs related to extrajudicial and/or judicial collection of receivables. Payments made in cash to GBB GROUP representatives shall have a severing effect only when the respective representative has explicit authority to receive payments. Payment shall not be deemed to have been made until it is at GBB GROUP's disposal. In the event of late payment, GBB GROUP shall have the right to terminate, with immediate effect, all preferential terms in favor of the CLIENT, if any, including trade discounts, deferred payment, etc.

7.6. In the event of a delay by the CLIENT in payment or in the event that circumstances become known that cast doubt on the CLIENT's solvency, GBB GROUP has the right, with a notice with immediate effect, to declare the entire debt of the CLIENT immediately due and payable and at its discretion: a) to terminate the contract or b) to refuse, in whole or in part, deliveries in favor of the CLIENT, in connection with the affected contract and other legal relationships with the CLIENT, as well as to demand advance payment for the deliveries.

8. Confidentiality:

8.1. THE CLIENT undertakes to keep confidential GBB GROUP's confidential information that has become known to him in connection with the established commercial relations, including, but not limited to: product and price conditions, information about manufacturers, suppliers, customers and other contractors of GBB GROUP and its relations with them, personal data of employees and partners, internal financial information, business plans, know-how, technologies and policies, as well as any other information designated by GBB GROUP as confidential, as a trade secret or with another expression of similar meaning. Any confidential information is considered a trade secret within the meaning of the Trade Secret Protection Act (TPPA).

8.2. The CLIENT undertakes not to disclose GBB GROUP's confidential information that has become known to him in connection with the established commercial relations, as well as not to use the same for purposes other than exercising his rights or fulfilling his obligations to GBB GROUP in connection with these relations. In the event that the CLIENT accidentally receives GBB GROUP's confidential information, he undertakes to immediately notify GBB GROUP of this. this.

8.3. In his relations with GBB GROUP, the CLIENT has no right to use information that, upon acquisition, could have been assumed to be a trade secret of a third party.

9. Personal data:

9.1. GBB GROUP processes personal data of individuals in accordance with the principles and requirements of Regulation (EU) 2016/679 OF THE European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), as well as national legislation.

9.2. The processing of personal data is regulated in detail in the Personal Data Protection Policy published on the GBB GROUP website.

9.3. The processing of personal data related to the use of the GBB GROUP website is regulated in detail in the Privacy Policy published on the GBB GROUP website.

9.4. By accepting these general terms and conditions, the CLIENT declares that he has received a copy of the policies under 9.2 and 9.3 above and undertakes to comply with them, where applicable.

10. Other provisions:

10.1. The CLIENT guarantees that in connection with the fulfillment of its obligations to GBB GROUP: a) ensures healthy and safe working conditions and has a risk prevention and management system; b) implements an environmental protection policy; c) ensures full compliance with all essential requirements for the performance of the relevant activity.

10.2. In the cases of termination of the contract regulated in these General Terms and Conditions, the termination shall be effective for the future and shall not affect the goods that were accepted by the CLIENT before the date of receipt of the notice of termination.

10.3. Disputes will be resolved in a spirit of good will and cooperation, and when this proves impossible – in court. Legal disputes will be referred for resolution by the competent court of the Republic of Bulgaria.

10.4. For issues not regulated in these General Terms and Conditions, the current Bulgarian civil and commercial legislation shall apply. In terms of EXW, CPT rules, Incoterms 2020 shall apply.

10.5. Pursuant to Art. 3, para. 2 of the Electronic Document and Electronic Certification Services Act (EDECSA) and in conjunction with Art. 46 of Regulation (EU) No. 910/2014, the parties agree that their correspondence shall have evidentiary force and bind the parties to the statements made by them in electronic form, and pursuant to Art. 13, para. 4 of the EDECSA, they shall give the ordinary or advanced electronic signature the equivalence of a handwritten one, including in the case of electronic documents signed through the platform for electronic signature of documents with an ordinary electronic signature (e.g., but not limited to – DigiSigner, DocuSign and others). In the event of changes in the cited provisions of the EU Data Protection Act or Regulation (EU) No. 910/2014, the updated or new texts of the provisions of Bulgarian or European legislation specified in this point will be applicable to these general terms and conditions.