

General Terms and Conditions of the B2B.BULMARTRADE.COM electronic information and trade store  
for Use, Sale and Delivery

## **I. SUBJECT**

Article 1. These general Terms and Conditions are intended to regulate the relations between "BULMAR TRADE" LTD, VAT BG202852185, with headquarters and office and for correspondence: Varna, BULGARIA, postal code 9000, Mladost district, 132 Devnya Street, regulated plot with identifier 10135.3514.333, phone +359 52 55 41 74, e-mail: office@bulmartrade.com, hereinafter referred to as SUPPLIER for short, and the customers, hereinafter referred to as USERS or BUYERS, of the e-commerce platform B2B.BULMARTRADE.COM, hereinafter referred to as "B2B.BULMARTRADE.COM", as well as any other customer of the company, regardless of the communication channel.

## **II. DETAILS OF THE SUPPLIER**

Article 2. Information under the Electronic Commerce Act and the Consumer Protection Act:

1. Name of the Supplier "BULMAR TRADE" LTD

2. Headquarters and Office: Varna, BULGARIA, postal code 9000, Mladost district, 132 Devnya Street, regulated plot with identifier 10135.3514.333

3. Address for exercising the activity and address for filing complaints by users:

Varna, BULGARIA, postal code 9000, Mladost district, 132 Devnya Street, regulated plot with identifier 10135.3514.333

4. Contact details: E-mail: office@bulmartrade.com; +359 52 55 41 74;

5. Entry in public registers: VAT BG202852185

6. Supervising Bodies:

(1) Commission for the Protection of Personal Data

Address: Sofia, BULGARIA, 2 Prof. Tsvetan Lazarov Street,

Phone: +359 2 9153525

Email: kzld@cpdp.bg

Website: www.cdpd.bg

(2) Commission for the Protection of Consumers

Address: Sofia, BULGARIA, post code 1000, 4A Slaveykov Square, floors 3, 4 and 6

Phone: + 359 2 9330565

Fax: +359 2 988 42 18

Hotline: 0700 111 22 or \*2211 for mobile operators (prices according to your monthly subscription plan)

Email: info@kzp.bg

Website: www.kzp.bg

## **III. FEATURES OF THE PLATFORM**

The website B2B.BULMARTRADE.COM is an electronic information and trade store, whose creator and owner is "BULMAR TRADE" LTD.

The electronic store B2B.BULMARTRADE.COM has a specialized focus, namely offering for sale products intended for the construction and maintenance of steel pipelines, products for ship repair and shipbuilding, products accompanying the repairs and others, via the Internet according to the customer's individual order.

"BULMAR TRADE" LTD reserves the right to change the stocks visible through the site, without being obliged to notify its users in advance, as well as to correct incorrect technical and other parameters of the goods. Typographical errors, differences in the color rendering of the user's computer configuration, as well as a change in the design of the products are possible. All trademarks are property of their respective owners.

The content of this site may not be reproduced or displayed without the written consent of "BULMAR TRADE" LTD.

#### **Definitions:**

"User" is anyone who has loaded the website of bulmartrade.com and B2B.BULMARTRADE.COM in Internet. After a confirmed order and subsequent commercial relations, the definition of "Buyer" is used for the purpose of the Terms and Conditions.

"Products" and "Goods" are the goods offered for purchase through the site.

"Order" is the individual request to purchase the selected product under the conditions stipulated on the site regarding the method of delivery and payment by the user.

"Services" are all actions carried out by "BULMAR TRADE" LTD during and/or on the occasion of the offer, sale, delivery and guarantees of the goods from the site.

#### **Preamble**

This document contains the general terms and conditions according to which B2B.BULMARTRADE.COM provides services to its users through the site. Each user is bound by the rules of these general terms and conditions for the entire time of using the site, from their initial logging in to the final logout. The general terms and conditions also bind the parties when moving to the next stage in their commercial relations, namely sending, confirming a request, as well as the subsequent communication between the parties, outside the website platform, until the completion of the transaction, with payment by the buyer of the full value of the purchased goods.

The general terms and conditions are published in a prominent place on the site and are available to every user. The general terms and conditions regulate the relations regarding the provision of the Services by B2B.BULMARTRADE.COM

#### **Goods subject to sale**

The object of sale are the products offered on the site at the time of placing an order for purchase by the user.

The products sold through the site are described by type and quality and are classified into separate categories according to common and similar characteristics.

B2B.BULMARTRADE.COM is not responsible for possible differences in the colors of goods due to specifics in computer screens. The request to purchase product/products is considered an express consent by the user regarding their type and quality.

#### **IV. REGISTRATION TO USE B2B.BULMARTRADE.COM**

Article 3. (1) In order to use B2B.BULMARTRADE.COM to make an inquiry for the purchase of goods, the User should enter a username and password of their choice for remote access, with which they are deemed to have accepted these general terms and conditions.

(2) The name and password for remote access are determined by the User, by performing an online registration on the Supplier's website on the B2B.BULMARTRADE.COM platform, in accordance with the procedure specified therein.

(3) By filling in their details in the user basket and pressing the " Ask for offer" button, the User declares that they are familiar with these general terms and conditions, agree with their content and undertake to unconditionally comply with them.

(4) The Supplier confirms the order made by the User by e-mail. An account of the User is created and contractual relations arise between them and the Supplier.

(5) When registering or placing an order, the User undertakes to provide correct and up-to-date information. The user undertakes to promptly update the information indicated in their registration or order in the event of a change.

(6) In cases of ordering goods without registration by the User, the latter accepts these general terms and conditions at the time of confirmation of the order.

## **V. TECHNICAL STEPS FOR CONCLUSION OF A PURCHASE-SALE AGREEMENT**

Article 4. Users conclude the contract for the purchase and sale of the goods on the platform **B2B.BULMARTRADE.COM** according to the following procedure:

- (1) Logging in the system for placing orders on the platform **B2B.BULMARTRADE.COM**;
- (2) Selecting one or more of the goods offered by the Supplier on the platform **B2B.BULMARTRADE.COM** and adding them to a list of goods for purchase;
- (3) Providing the necessary data for the identification of the User as a party to the contract;
- (4) Providing delivery information;
- (5) Confirming the order. If there is a difference between the Supplier's written confirmation and that of the Buyer's, the Supplier's confirmation will be binding.

## **VI. CONCLUSION OF A CONTRACT:**

Article 5. All our deliveries are made in accordance with these General Terms and Conditions of Sale and Delivery. For any amendment to these General Terms and Conditions of Sale and Delivery or for additional provisions to them, our written consent is required in view of their validity and they apply only to the specific case. These General Terms and Conditions derogate from any conflicting general terms and conditions of purchase of the buyer, the latter being excluded and not binding on us, even if we do not expressly object to them at the conclusion of the contract. Sending confirmation of an accepted order is not considered acceptance of the buyer's General Terms and Conditions of Purchase. Our General Terms and Conditions of Sale and Delivery are considered accepted upon receipt of the goods at the latest.

## **VII. PRICES AND PAYMENT TERMS:**

Article 6. Prices:

(1) Unless otherwise stated, the selling price shall be the price of the relevant product on the day of delivery, and transport costs and any incidental costs shall be charged separately. The prices of all our products are in Leva (BGN) or Euro (EUR) without VAT. Any eventual discounts or reductions provided apply only to the relevant delivery and not to subsequent orders or deliveries, including unless we expressly object to any deductions made by the buyer in the event of possible subsequent orders or deliveries.

(2) Price changes: The Supplier reserves the right to pass on any increase in the cost price factors occurring after the date of concluding the agreement to the Buyer.

Article 7. Payment

The sale price is paid by the buyer in its BGN equivalent, including VAT, calculated at the Bulgarian National Bank (BNB) exchange rate on the day of payment. In the event of non-compliance with the payment terms of our choice, we are entitled to (i) charge late payment interest in the amount of two percent on the prime rate of the BNB and regardless of the buyer's fault for the delay to demand the costs of extrajudicial enforcement as well as compensation for the damages suffered by us or (ii) to rescind the contract and demand compensation for non-performance. In the latter case, we have the right to claim or retain the agreed advance payment as a penalty, but in all cases not less than 15% of the selling price. The obligation to pay the penalty does not limit our right to claim damages in amounts greater than the penalty. Payment terms start from the date of invoicing. When payment terms are not met, all our claims against the buyer become due and payable from that moment.

In the case of an agreed credit limit with the buyer and its exceedance, we reserve the right to stop delivery/deliveries until the exceeded limit is covered. The same applies to buyers with arrears.

## **VIII. SPECIAL CLAUSES APPLICABLE TO PERSONS WHO HAVE THE QUALITY OF CONSUMER WITHIN THE MEANING OF THE CONSUMER PROTECTION ACT**

Article 8. The rules of this Section VIII of these General Terms and Conditions apply only to Users for whom, according to the information specified for the conclusion of the purchase and sale contract or upon registration in **B2B.BULMARTRADE.COM** it can be deduced that they are Consumers within the meaning of the Consumer

Protection Act, the Electronic Commerce Act and/or Directive 2011/83/EC of the European Parliament and of the Council of October 25, 2011.

Art.9. (1) The main characteristics of the goods offered by the Supplier on the platform **B2B.BULMARTRADE.COM** are defined in the profile of each product on the platform **B2B.BULMARTRADE.COM**

(2) The price of the goods including all taxes and fees is determined by the Supplier in the offer sent by e-mail to the user.

(3) The value of the postal or transport costs, not included in the price of the goods, is determined by the Supplier and is provided as information to the Users when choosing the goods for concluding the purchase and sale contract;

(4) The methods of payment, delivery and execution of the contract are defined in the present General Terms and Conditions and the information provided to the User through the mechanisms in the platform **B2B.BULMARTRADE.COM**

(5) The information provided to Users under this article is current at the time of its visualization on the platform **B2B.BULMARTRADE.COM**

(6) Users agree that all information required by the Consumer Protection Act can be provided through the platform interface **B2B.BULMARTRADE.COM** or e-mail.

Article 10. (1) The User pays the Supplier the price of the goods according to the agreement between the two parties when specifying the conditions for their delivery.

(2) In the event that the value of the User's order is equal to or exceeds BGN 10,000, payment shall be made only by bank transfer or deposit to the Supplier's payment account.

Article 11. (1) The User has the right, without owing compensation or a penalty and without stating a reason, to withdraw from the concluded contract within 14 days, starting from the date of acceptance of the goods by the Supplier through the Unified Form for Withdrawal from the Contract, available at the Supplier's site on the platform **B2B.BULMARTRADE.COM**.

(2) The right of withdrawal under para. 1 in accordance with Art. 57 of the Consumer Protection Act does not apply in the following cases:

1. for goods made to the order of the user or according to their individual requirements;
2. for the delivery of goods which, due to their nature, may deteriorate in quality or have a short shelf life;
3. for the delivery of sealed goods that have been unsealed after their delivery and cannot be returned for hygienic or health protection reasons;
4. for the delivery of goods which, after being delivered and due to their nature, have mixed with other goods from which they cannot be separated;
5. for the delivery of sealed audio or video recordings or sealed computer software that have been unsealed after delivery, including activation codes for software licenses, functions in software or virtual means of payment;
6. for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts for the delivery of such publications.

**(3) The right of withdrawal cannot be exercised /except in the presence of hidden defects/ when ordering a product chosen by the user, due to the fact that it is made entirely according to their needs and criteria.**

(4) When the Supplier in the platform **B2B.BULMARTRADE.COM** has not fulfilled their obligations to provide information regarding the right of withdrawal, defined in the Consumer Protection Act, the User has the right to withdraw from the concluded contract within one year and 14 days from the date of receipt of the goods. When the information is provided to the User within the withdrawal period, the same begins to run from the date of its provision. The User has the right to make the withdrawal statement under this article directly to the Supplier through the Unified Form for Withdrawal from the Contract available on the Supplier's website.

(5) When the User has exercised their right to withdraw from the contract remotely or outside the commercial premises, the Supplier shall refund all sums, according to the CPA, received by the User without undue delay and no later than 14 days, counting from the date on which they were notified of the User's decision to withdraw from the contract, provided that the goods are returned and in good merchantable condition. The Supplier refunds the amounts received using the same means of payment used by the User in the initial transaction, unless the User has stated their express consent to use another means of payment and provided that this is not associated with costs for the User. In the event that the payment was made with a bank card, refunds are made only by ordering a reverse operation on the card with which the payment was made within 1 to 7 working days.

(6) When exercising the right of withdrawal until delivery of the goods of BULMAR TRADE LTD, the risk of its accidental loss or damage is borne entirely by the User. The Supplier has no obligation to reimburse the additional costs of delivery of the goods when the User has expressly chosen a method of delivery of the goods other than the cheapest type of standard delivery offered by the Supplier.

(7) The User undertakes to store the goods received from the Supplier in the platform and to ensure the preservation of their quality and safety during the period under para. 1.

(8) The User may exercise their right to withdraw from the contract with the Supplier by making a written statement to the Supplier through the standard contract withdrawal form available on the platform.

(9) When the Supplier in the platform **B2B.BULMARTRADE.COM** has not offered to collect the goods himself, he may withhold payment of the sums to the User until he receives the goods or until the User provides proof that they have sent the goods back, whichever is earlier.

(10) Regardless of the above hypotheses, the User undertakes to return the goods in a merchantable form that allows their subsequent sale, unless the unpacking of the goods leads to an obvious violation of the merchantable form of the goods, such as, but not limited to, a destructible box, hermetic packaging and other similar cases. In the case of a damaged merchantable form of the goods, the Supplier has the right at their discretion to refuse to accept a withdrawal from the contract or to charge the User the costs of restoring the goods to a merchantable form.

(11) In case of exercising the right of refusal under this article, it is considered that the User has also exercised the right of refusal in relation to the bonus content belonging to the goods, including all accessories, documents and the original receipt/invoice for the purchase.

(12) In the event that the delivery does not take place, due to a wrong address, an address not found or the absence of the User, the Supplier refunds the amount by ordering a reverse operation on the card with which the payment was made within 1 to 7 working days, after deduction of the shipping costs incurred. If the User has placed an order for goods made or tailored to the User's individual requirements, the Supplier does not refund the amount paid.

(13) The User has the right to cancel the order, without giving a reason, before the goods are delivered and without owing compensation to the Supplier. In the event that the goods are handed over to a courier for delivery, the User owes the Supplier compensation in the amount of the courier costs incurred for the goods. The User cannot exercise this right if they have placed an order for goods made or tailored to their individual requirements.

Article 12. (1) The term of delivery of the goods is determined for each good separately when concluding the contract with the User through the Supplier's website on the platform **B2B.BULMARTRADE.COM**.

(2) In the event that the User and the Supplier in the platform **B2B.BULMARTRADE.COM** have not set a deadline for delivery, the deadline for delivery of the goods is 30 calendar days, counted from the date following the sending of the User's order to the Supplier and its acceptance for execution by the Supplier, through written confirmation.

(3) If the Supplier in the platform **B2B.BULMARTRADE.COM** cannot fulfill the contract due to the fact that they do not have the ordered goods, they are obliged to notify the User of this and to refund the amounts paid by them. "BULMAR TRADE" LTD does not guarantee the express availability of the products at the time of their ordering.

Article 13. The Supplier in the platform **B2B.BULMARTRADE.COM** undertakes to comply with all requirements established in Bulgarian legislation regarding labelling, advertising and sales.

## **IX. DELIVERY AND PERFORMANCE OF THE CONTRACT**

Article 14 Term of delivery and acceptance:

(1) The delivery times specified by us are generally non-binding. We are not responsible for possible delays by carriers. Our obligation to deliver depends on correct and punctual delivery by our carriers to the extent that the delay or inaccuracy in delivery is not due to our fault. Claims for damages to buyers due to late delivery are excluded. The buyer is obliged to accept the goods immediately after being notified that they are available. In the event of a delay in acceptance, the buyer is obliged to pay the costs of storing the goods regardless of other possible claims we may have. To the extent that partial deliveries are possible, we are entitled to deliver in parts at our option. Each partial delivery is considered a transaction in itself and may be invoiced separately. Delivery obligations and delivery terms apply provided that the buyer is not in arrears with payment or has not failed to perform an action necessary for the fulfillment of the order. Any change to an order result in a change to the original non-binding delivery date.

(2) If the circumstances are different from the circumstances as they were known to the Supplier when he determined the delivery or execution period, the Supplier may extend the delivery / execution period with the time he requires to execute the order under the new circumstances. If as a result of the altered circumstances the delivery can no longer be executed within the period scheduled by the Supplier, it will be executed as soon as the Supplier's schedule allows.

(3) If delivery cannot take place within the delivery or execution period, the Supplier reserves the right to make partial deliveries

Article 15 Forwarding of goods:

In the event that the order does not provide otherwise regarding the forwarding of the goods, it will be sent by a carrier at a minimum price without assuming responsibility with due care on our part. Delivery is carried out without exception at the risk of the buyer, even in the case of delivery free at destination. Goods that are sent directly to third parties are considered delivered as agreed and finally approved in terms of their internal and external qualities. The forwarding of goods is carried out at the expense of the buyer, unless otherwise agreed.

Article 16 Retention of title:

The delivered goods remain our property until all our claims have been paid in full. The entire claim means our claim for the delivery of the goods, for the delivery of other goods or claims on other legal grounds. Our right of retention of title is extinguished after payment of all our receivables from the buyer. This also applies to the buyer's available balance on the current account. If the buyer is in arrears with payments, we have the right to request the return of the goods at any time without terminating the contract. Filing a claim for the sale price or for a partial amount does not exclude our right to retain title. As long as our right of retention of title exists, we have the right to terminate the contract unilaterally. In the event of unilateral termination of the contract by us, the buyer receives only the amount equal to the value of the returned goods at the time of return, excluding transport and other costs incurred by us, and excluding compensation for other damages suffered by us due to the termination of the contract, including lost profits. While our right of retention of title exists, the buyer may dispose of the goods only on the basis of our prior written consent. Upon disposal of our goods, we automatically acquire all receivables and claims arising in favor of the buyer as a result of such disposal. If the goods have been mixed or processed, all co-ownership rights are transferred to us and not to the buyer. The buyer must immediately notify us of third-party liens or other claims against the delivered goods. If the buyer does not pay the sale price, including the accrued VAT, specified in the invoice received by them on the agreed due date, the buyer is obliged to secure our due claim by setting up sufficient security at our option on their immovable property, on movables, on their interests in other companies, on items from their inventory, on bank deposits in local credit institutions, as well as on unconditional receivables from completed deliveries and services to solvent customers, in all cases, however, up to the amount of our claim for the price.

Article 17 Exclusion of transfer of rights:

Rights arising from the delivery contract cannot be transferred to third parties without our consent.

## **X. WARRANTIES AND INDEMNIFICATION**

Article 18. Warranty:

The buyer is obliged to test the goods immediately upon receipt, respectively upon their arrival at the place of delivery, and to notify us immediately in writing of any defects found, insofar as they are not hidden defects. Hidden defects must be reported to us in writing immediately upon discovery by the buyer. The agreed warranty period is six months. Upon timely and lawful notification of defects, upon return of the damaged goods, we will, at our option, provide the customer with a free replacement or credit voucher. The right of the buyer to terminate the contract, respectively to amend it, is excluded. BULMAR TRADE makes deliveries according to the norms and specifications specified in its documentation. The written consent of a person representing BULMAR TRADE LTD is required for all deviating arrangements relating to special requirements and specifications that go beyond these standard norms.

Article 19 Claims for compensation:

We are only liable in the event of intent or gross negligence on our part. Insofar as the buyer or another contractual partner of ours resells the products we market or trade, they are obliged to bind all subsequent users to these General Terms and Conditions. The buyer or our other contractual partner is liable to us for all damages that we suffer in the event that they have not undertaken the obligation under the previous provision.

Complaints about delivered goods are not accepted if they have not been paid for.

Subsequent resale means any transfer of the goods to subsequent customers in unprocessed or processed form within the scope of their commercial activity (e.g. incorporation into a pipe system or other structure).

Minor deviations that are acceptable in the trade or that are unavoidable from a technical point of view, and minor differences in quality, colour, dimensions, weight or finishing do not constitute defective performance and delivery.

The Supplier's obligation to compensate on the basis of any statutory rule shall be limited to 15% of the aggregate contract price (ex. VAT). If the agreement is made up of different components or partial deliveries, the obligation to compensate shall be limited to 15% (ex. VAT) of the contract price for the component or partial delivery that has caused the damage.

Article 20 Prohibition of setting off liabilities

Set-off of our claims against our obligations is not permissible, insofar as we have not confirmed in writing our agreement with the exact amount of such set-off for the specific case.

## **XI. OTHER TERMS**

### **Article 21 Exemption from performance of the contract:**

Force majeure circumstances and their consequences release us from the obligation to deliver. Changes in the customer's ability to pay give us the right to unilaterally cancel the contract of sale or to demand advance payment or guarantees. In this case, the buyer is responsible for the additional costs incurred in connection with the execution of the order. Claims for buyer compensation for these reasons are excluded.

### **Article 22 Invalidity of individual provisions:**

In the event that individual provisions of these General Terms and Conditions of Use, Sale and Delivery prove to be invalid, this does not result in the invalidity of the remaining provisions of these General Terms and Conditions.

### **Article 23 Applicable law, place of performance and competent court:**

The applicability of Bulgarian law is agreed, with the exception of its referring provisions. The applicability of the 1980 UNCITRAL Sales Agreement is expressly excluded. Place of execution of delivery and payment is the headquarters and business office of "BULMAR TRADE" LTD. Disputes arising from the present contractual relations are resolved by the competent Bulgarian court.

## **XII. LIABILITY**

Article 24. The User undertakes to indemnify and release the Supplier in the platform **B2B.BULMARTRADE.COM** from lawsuits and other claims of third parties (whether or not justified), for all damages and costs (including attorneys' fees and legal costs) arising out of or in connection with:

- (1) failure to fulfill any of the obligations under this Contract;
- (2) infringement of copyright, production rights, broadcast rights or other intellectual or industrial property rights;
- (3) illegal transfer to other persons of the rights granted to the User, for the duration and under the terms of the Contract; and
- (4) false declaration of the presence or absence of the status of Consumer within the meaning of the Consumer Protection Act.

Article 25. The Supplier is not responsible in case of force majeure, random events, Internet problems, technical or other objective reasons, including orders of the competent state authorities.

Article 26. (1) The Supplier is not liable for damages caused by the User to third parties. (2) The Supplier is not liable for property or non-property damages, expressed in lost benefits or damages suffered, caused to the User in the process of using or not using **B2B.BULMARTRADE.COM** and concluding sales contracts with the Supplier.

(3) The Supplier is not liable for the time during which the platform was not available due to force majeure.

(4) The Supplier is not liable for damages from comments, opinions and publications under the products, news and articles on the platform **B2B.BULMARTRADE.COM**.

(5) Where applicable, for some goods offered by Bulmar Trade Ltd. from the office/warehouse and/or via B2B.BULMARTRADE.COM, a certificate from the manufacturer is provided certifying that the goods are manufactured in accordance with all national and European standards and technical requirements. The manufacturer shall be solely responsible for any damages caused to the buyer, as well as for any difference between the delivered goods and their description in the accompanying certificate, such as composition, dimensions and all other described properties.

Article 27. (1) The Supplier is not liable in case of overcoming the security measures of the technical equipment, which results in loss of information, dissemination of information, access to information, restriction of access to information and other similar consequences.

(2) The Supplier is not liable in the event of the conclusion of a sales contract, provision of access to information, loss or change of data occurring as a result of false identification of a third party posing as the User, if it can be assumed from the circumstances that this person is the User.

### **XIII. AMENDMENT AND ACCESS TO THE GENERAL TERMS AND CONDITIONS**

Article 28. (1) These General Terms and Conditions may be amended by the Supplier of the B2B.BULMARTRADE.COM platform, of which the latter will notify all registered Users in an appropriate manner.

(2) The Supplier on the B2B.BULMARTRADE.COM platform and the User agree that any addition and amendment to these General Terms and Conditions will have an effect on the User in one of the following cases:

A) after being expressly notified by the Supplier on the B2B.BULMARTRADE.COM platform and if the User does not state within the 14-day period granted to them that they reject them; or

B) after their publication on the Supplier's website on the B2B.BULMARTRADE.COM platform and if the User does not state within 14 days of their publication that they reject them;

C) with their explicit acceptance by the User through their profile on the Supplier's website on the B2B.BULMARTRADE.COM platform.

(3) The User agrees that all statements of the Supplier on the B2B.BULMARTRADE.COM platform, in connection with the amendment of these General Terms and Conditions, will be sent to the e-mail address specified by the User during registration. The User agrees that e-mails sent pursuant to this article do not need to be signed with an electronic signature in order to be effective for them.

### **XIV PROTECTION OF PERSONAL DATA**

Article 29. (1) The collection, storage and processing of personal data is carried out in accordance with the Personal Data Privacy Policy, which you can access on the B2B.BULMARTRADE.COM website.

(2) The personal data entered by the Users are subject to protection under the Personal Data Protection Act and the General Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016, and the Supplier processes them for the purposes and within the terms stipulated in the Privacy of Personal Data Policy.

(3) If the User agrees to the Privacy of Personal Data Policy, the User expressly confirms that they agree that the Supplier stores information or receives access to the information stored in the User's end device for the purposes and terms comprehensively provided for in it. The User agrees that the Supplier may store information or access the information stored in the User's end device and on other grounds specified in the Privacy of Personal Data Policy.

(4) The User agrees that the Supplier of the B2B.BULMARTRADE.COM platform has the right to send electronic messages to the User at any time, including a newsletter or offers to purchase goods, as long as the User is registered in the Supplier's electronic store in the B2B.BULMARTRADE.COM platform.



(5) The User agrees that the Supplier of the B2B.BULMARTRADE.COM platform has the right to collect, store and process data on the User's behavior when using the Supplier's electronic store on the B2B.BULMARTRADE.COM platform. The User has the right to object to the storage or access to the information under paragraph 3 in the ways provided for in the Privacy of Personal Data Policy.

Article 30. (1) At any time, the Supplier on the B2B.BULMARTRADE.COM platform has the right to require the User to identify himself and certify the authenticity of each of the circumstances and personal data announced during registration.

(2) In the event that for some reason the User has forgotten or lost their username and password, the Supplier of the B2B.BULMARTRADE.COM platform has the right to apply the declared "Procedure for lost or forgotten usernames and passwords".

#### Article 31. Language version

In the event of a difference in the text of the terms and conditions of delivery and sale between the different language versions of this website, the Bulgarian language version shall prevail. Although we have made every effort to provide a translation of the terms and conditions of the highest quality, in the event of any inconsistency or difference in interpretation of the text between the different language versions, the Bulgarian language text shall prevail.

#### FORM FOR THE RIGHT OF WITHDRAWAL WITHIN 14 DAYS

**Complete and submit this form only if you wish to withdraw from the contract.**

Your Name:

Your name in the online store **B2B.BULMARTRADE.COM** (username):

Feedback data (e-mail):

To:

DENOMINATION: "BULMAR TRADE" LTD

VAT/BULSTAT BG202852185

Headquarters and Office Varna, BULGARIA, postal code 9000, Mladost district, 132 Devnya Street, regulated plot with identifier 10135.3514.333

Correspondence Address: Varna, BULGARIA, postal code 9000, Mladost district, 132 Devnya Street, regulated plot with identifier 10135.3514.333

Phone: +359 52 55 41 74

Email - Website [office@bulmartrade.com](mailto:office@bulmartrade.com) - [b2b.bulmartrade.com](http://b2b.bulmartrade.com)

I hereby notify you that within the 14-day statutory period, I am withdrawing from the contract concluded by me for the purchase of the following goods:

.....

ordered on.....

Received on.....

(If applicable) I return the goods in good merchantable condition that allows them to be resold. (Good merchantable condition includes, but is not limited to, the goods: Not being used; with preserved labels and in the original packaging).

(If applicable) I am attaching the necessary documents - bill of lading, receipt, goods receipt, invoice.

**I am aware that the right of withdrawal cannot be exercised /except in the presence of hidden defects/ when ordering a product chosen by the user, due to the fact that it is made entirely according to their needs and criteria.**

I understand that if the Supplier B2B.BULMARTRADE.COM determines that the goods have not been returned in good merchantable condition, I may be charged the appropriate amount to restore them to merchantable condition, and I may not be refunded the amount paid for it.

Date..... Signature::.....