

## General terms and conditions for sale of goods and services

### I. General Provisions

#### 1. Definitions

- 1.1. Seller means Polycomp EOOD, UIC 107052730, with seat and address of management: Gabrovo, 48 Nikolaevska Str., and address for deliveries and communications: 1784 Sofia, 9 Boyan Damyanov Str., tel. 02 8144141.
- 1.2. Buyer means a legal or natural person who has entered into a commercial relationship with the Seller and/or who has a user profile(s) on the Seller's website.
- 1.3. Customer means a Customer of the Buyer
- 1.4. User means a legal or natural person who uses the Seller's website.
- 1.5. Party/Parties to the Contract and/or the Order means the Seller and the Buyer, separately or together.
- 1.6. Order means an order or a request for delivery of Goods/Services sent by the Buyer to the Seller via their website, e-mail, or other ways and means of communication (including by telephone) that has been accepted and confirmed for execution by the Seller. The Seller is not bound by any obligations and does not bear any responsibility to the Buyer for the execution or delivery of an Order that has not been duly received and/or confirmed in writing by the Seller. Delivery of Goods/Services by the Seller to the Buyer is considered an accepted and confirmed order by the Seller regardless of how it was made or whether it was confirmed in writing by the Seller or not.
- 1.7. Contract means a written Framework Contract for the supply of Goods/Services concluded between the Buyer and the Seller, as well as a contract for the supply of Goods/Services in concrete specific cases. If there is no signed framework or other type of contract between the Parties, an invoice signed by the Buyer and the Seller or a pro forma invoice issued by the Seller serve as a Contract.
- 1.8. Specification means technical data about Goods/Services and other information that identifies Goods/Services.
- 1.9. Goods means all products and materials, including software products (software), described in the respective Contract and/or Order.
- 1.10. Service means the activity(ies) described in the Contract and/or the Order, including design, installations, settings, consultations, training, implementation, control, project management, etc.
- 1.11. Hardware means technical equipment designed to communicate and function in conjunction with software, including components, accessories, elements, equipment accessories and/or any combination thereof.
- 1.12. Software product (software) means a set of computer programs composed of software commands that perform certain functions.
- 1.13. System means a combination of some of the components hardware, software, services.
- 1.14. Terms means the General Terms and Conditions for the sale of Goods/Services set forth in this document and the terms and conditions set forth in the Contract as per Clause 1.7 above.
- 1.15. Website means the Seller's website - [www.polycomp.bg](http://www.polycomp.bg).

#### 2. Applicability

- 2.1. These Terms apply to all Contracts and/or Sales Orders to the Seller.
- 2.2. In case of conflict between these General Terms and the conditions specified in the Contract as per Clause 1.7 above, the conditions specified in the Contract shall apply.

### II. Deliveries of Goods/Services

1. The assignment of delivery is done by concluding a written contract between the Buyer and the Seller or by the Buyer sending an Order and the Seller accepting said Order.
2. All Goods/Services provided by the Seller meet all the Specifications set out in the Contract and/or the Order. If such Specifications are not set out, the Goods/Services comply with the standard Specifications for this type of goods/services.
3. All Goods/Services provided by the Seller meet the requirements of the Bulgarian safety and

environmental legislation.

4. Changes in the national or European legislation concerning the Goods/Services subject to these Terms do not apply to the already concluded Contracts and/or Orders.
5. The Buyer has no right to transfer their obligations to the Seller related to a Contract and/or Order to other persons.
6. The Seller delivers the Goods/Services under: a) a delivery period specified in the Contract and/or the Order; or (b) a delivery/performance schedule agreed between the parties; or (c) a period specified in a notice (or other document materializing a declaration of intent) from the Buyer to the Seller indicating a different delivery period (change) than the one specified in subparagraphs (a) and (b) above or specifying a delivery period as such has not yet been specified; d) the delivery terms are extended by a corresponding number of days, in cases of extension of the delivery term to the Seller by his supplier (manufacturer of the products or another supplier).
7. Unless otherwise agreed, the delivery of Goods/Services shall take place on working days.
8. The Seller delivers the Goods/Services to the place of delivery specified in the Contract and/or the Order, unless otherwise agreed.
9. At the request of the Buyer and with the consent of the Seller the Goods/Services can be delivered directly to the legal or natural person indicated by the Buyer with the respective address and contact person. In such a case, the Buyer is obliged to inform any individual whose data is received from the Seller about the Seller's Privacy Policy, located on their website [www.polycomp.bg](http://www.polycomp.bg).
- 9.1. The conditions for deliveries under item 9 shall be additionally agreed between the parties.
- 9.2. All deliveries under item 9 are considered delivery of the Goods/Services to the Buyer with all ensuing obligations and responsibilities for the Goods/Services, including for their payment.
10. In case the delivery is delayed due to force majeure, the Seller notifies the Buyer and negotiate a new delivery date.
11. In the event that the implementation of the Contract and/or the Order requires import or export permits, licenses, other permits or the consent of third parties, the Buyer is obliged to cooperate.
12. The delivery and acceptance of the agreed Goods/Services is done with a Record of Handover signed by representatives of the Buyer and the Seller. The Buyer is obliged to accept the Goods/Services fully or partially (upon delivery of parts) according to the agreed deadlines under Clause 6 or within 3 working days after notification by the Seller.
- 12.1. In the event that the Buyer does not accept or receive the Goods/Services within the agreed delivery time, it is assumed that the Seller has fully, accurately and timely fulfilled their delivery obligations under the Contract and the Buyer cannot raise objections or claims in this regard. All the obligations connected to or deriving from the made delivery of the Goods/Services, including but not limited to their payment, are now obligations of the Buyer.
- 12.2. In cases of delivery by courier, the bill of lading of the latter also certifies that the delivery has been made.
- 12.3. The Buyer should inspect the delivered Goods/Services at the time of acceptance and make any objections to their quantities and condition. The Buyer is responsible for the Goods/Services that are received at the address they specified, regardless of who has personally received them.
- 12.4. The provisions of the previous Clauses 12 - 12.3 shall also apply accordingly to deliveries by the order of Clauses 9 - 9.2 of this section.
13. The Buyer acquires ownership of the Goods/Services from the date of receipt.
14. The risk of loss of Goods/Services passes to the Buyer from the date of receipt.
15. The Seller reserves the right to request the conclusion of a written Contract for the supply of Goods/Services that are not available. The delivery contract may define the technical specifications, terms, prices, methods of payment and other conditions. The Seller has the right to require such a Contract in other specific cases. If certain clauses in concluded written Contracts for the supply of specific Goods/Services contradict the Terms and/or a concluded framework contract, the clauses in the Contracts for the supply of specific Goods/Services shall apply. For outstanding issues in the Contracts for the supply of specific Goods/Services, the concluded framework contract and the Terms shall apply.
16. The Seller provides information about the service support of the Goods/Services on their Website (or otherwise). The Seller is not responsible for the quality of the service maintenance, for the compliance with the deadlines for its implementation and for the compliance with any other obligations/requirements in connection with the service maintenance when it is performed by third parties.

### III. Prices and Credit Lines

1. The Seller provides prices to the Buyer according to its partner price list and the prices in it are determined unilaterally by the Seller. The Seller provides the Buyer with the opportunity to purchase the Goods/Services with a discount specified by the Seller from this price list upon reaching a certain level of turnover (at the Seller's discretion) and depending on the business history between the Parties (at the Seller's discretion). The price to the Buyer with deducted discounts is published on the Seller's Website. These discounts may be changed at any time unilaterally by the Seller.
2. The Buyer may use a credit line (deferred payment) under certain conditions specified by the Seller.
3. If the Buyer is entitled to deferred payment but pays in advance, they may receive an additional discount on the price, which is specified for each case.
4. The Seller has the right to terminate the provision of price discounts to the Buyer and/or their access to the Website if the Buyer makes less than the turnover under Clause 1.4. of Section IV of these Terms.
5. The period for payment by the Buyer is specified in the invoices, and if not specified, it is considered to be up to 5 days after the date of issuance of the invoice.
6. The Seller reserves the right to request partial or full advance payment for Goods/Services that are not in stock and/or are rarely ordered (the assessment whether the Goods/Services are rarely ordered or not is entirely at the Seller's discretion).
7. In case of delay in payment of an invoice, the Seller has the right to suspend the possibility of making orders, including through their Website. In these cases, all obligations of the Buyer to the Seller become due, regardless of whether they have matured.
8. If the prices are in foreign currency and the payment is made in BGN, the amount is calculated at the "sell" rate on the date of payment of the specified bank in the invoice or the pro forma invoice. When there is an invoice issued in BGN and the exchange rate on the date of receipt of the amount in the bank account of the Seller differs by more than 0.5% from the rate on the date of invoicing, the side who has benefited from the difference owes the other side the difference between the two rates. The claim for this difference shall be submitted in writing within 10 days after the receipt of the amount, and the payment of the difference shall be made within 10 days after the submission of the claim.
9. The Seller may unilaterally change the prices under existing Orders/Contracts when by an act of a state body, customs tariffs, fees, taxes, etc. are changed and this change affects one of the parties to the Contract.

#### IV. Terms of Partnership. Rights and Obligations of the Parties.

##### 1. Terms of partnership:

In order to buy Goods/Services from the Seller, the Buyer must:

- 1.1. Have a valid framework partnership agreement with the Seller.
  - 1.2. Keep permanently employed staff who are qualified in the Goods/Services subject of the concluded contracts.
  - 1.3. Maintain an appropriate specialized retail space (physical or on the Internet) where they display the Goods/Services of the Seller.
  - 1.4. Achieve an average monthly turnover of over BGN 500 without VAT from purchases from the Seller for each calendar quarter separately, for each group of Goods/Services provisioned in the concluded framework contract.
  - 1.5. Have a user profile(s) on the Website (unless the Buyer and the Seller have agreed otherwise). In order to request the initial creation of a user profile, the Buyer should fill in the relevant registration form on the Website. For more information, please see section XII, Clause 5 below.
2. The Seller may provide the Buyer with technical advice on the Goods/Services, the conditions for which are further specified.
  3. If possible, the Seller shall provide training to the Buyer on the effective use of the Goods/Services by seminars that they are able to organize. The Seller may perform other trainings of the Buyer under additionally agreed conditions.
  4. The Seller has the right to notify the Buyer if obstacles of economic, administrative, or other nature arise, which may delay or make the performance of the Contract impossible.
  5. The Buyer could receive rebates and bonuses for achieving certain goals under certain programs, the terms of which are determined unilaterally by the Seller.
  6. The Buyer has the right to receive payments for direct or indirect advertising of the Goods/Services of the Seller if this has been assigned by the Seller. The conditions for this are further agreed.

7. The Buyer has the right to receive technical information about the Goods/Services (as far as the Seller has such) from the Seller, as well as information about the delivery status when the Goods/Services are not available.
8. The Buyer has the right under certain conditions, subject to a written annex or contract signed with the Seller, to access full information about the Goods/Services on the Seller's Website, including, if agreed, the possibility to download this information.
9. With the consent of the Seller, the Buyer may reserve Goods/Services that are in stock or in the process of delivery from the manufacturers without the obligation to buy them. Upon such a reservation, the Seller has the commitment to keep the Goods/Services for the Buyer. In this case, the Seller sends the Buyer feedback on which Goods/Services the reservation is possible for. Unless otherwise agreed in writing, the reservation period (if the Seller agrees to the reservation) is up to 5 days from the date on which the Seller receives the reservation request from the Buyer. After this period the reservation becomes invalid.
10. The Buyer is responsible for all actions/inactions of all individuals related to them - their employees, representatives, etc., and the said actions/inactions are considered committed by the Buyer themselves.
11. The Seller may provide the Buyer with up-to-date information through their Website for:
  - a) prices of certain Goods/Services.
  - b) the stock availability of certain Goods/Services.
  - c) the status of the expected Goods/Services that are in the process of delivery.
  - d) the status of orders by the Buyer for Goods/Services that were not in stock.
  - e) the turnover made by the Buyer.
  - f) other useful information.
12. The Seller may provide the Buyer with opportunities for quick technical consultations (by phone, chat, etc.).

#### V. Liability for Damages

1. Neither Party shall be liable to the other Party for consequential or unforeseeable damages.
2. Nothing in these Terms limits the liability of the Parties for caused intentional damage.
3. The Seller shall not be liable for any damages caused by the use of the Goods/Services by the Buyer and/or their Customers.
4. The Parties agree that the Seller supplies the Goods/Services from their own specific suppliers (unless the Services are performed by the Seller themselves). For this reason, the processes of production and delivery of these Goods/Services to the Seller themselves are beyond the control of the latter. Although the Goods/Services could in principle be considered generic by law, the Seller may not provide the same Goods/Services from manufacturers, distributors, and suppliers other than those with which they normally work. In view of all the above, the Seller is not responsible for failure to fulfill their obligations under this Contract or its annexes (including delayed or unfulfilled deliveries of Goods/Services) in the event of force majeure and/or an accidental event (whether affecting the Seller or their supplier), as well as in the event of other circumstances beyond the control of the Seller, such as, but not limited to: interruption and/or restructuring of the supply chain and the supplies themselves; delay in deliveries by manufacturers, distributors and suppliers; lack of stock availability; reduction of production; closure of factories, warehouses or other similar sites; industrial or transport accidents; restrictions or difficulties in transporting Goods/Services.

#### VI. Termination of a Contract and/or an Order

1. The Seller has the right to terminate the Contract and/or the Order unilaterally and without observing the notice period by sending the Buyer a written notice, in case:
  - 1.1. Bankruptcy or liquidation proceedings have been opened against the Buyer.
  - 1.2. There are other circumstances that give a good reason for the Seller to assume that the performance of the Contract/Order has become impossible.
2. The Seller has the right to terminate the deliveries to the Buyer if the latter does not meet the conditions for partnership described in the Terms, or in case of violation of these conditions.

#### VII. Personal Data and Communication. Confidentiality.

1. In connection with the relationship between the Seller and the Buyer, they transmit to each other personal data about individuals who are related to them (their employees, representatives, and others). The Seller and the Buyer are administrators of personal data in accordance with 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).

2. In addition to the information that the Seller has the right to provide through their website (hereinafter referred to as "the Website"), the Seller has the right to carry out commercial communication with the Buyer through individuals related to the Buyer (their employees, representatives and others), as provided in the Seller's [Privacy Policy](#). For this purpose, the Seller has the right to use the contact details at their disposal, and in relation to the communication for which the basis of "legitimate interest" is used, the Seller shall be guided by the contractual relationship with the Buyer, their interests, and the interests of the Seller.

3. The Buyer should take appropriate measures to ensure that: (a) related natural persons have the right to change settings on consent/withdrawal of consent only in their user profile (if any), but not in the user profiles of other natural persons; b) the data that a natural person provides to the Seller in connection with the consent given by that natural person for the processing of their data (e.g. contact email) should belong only to that natural person, and not to other natural persons. The Buyer should ensure that related natural persons do not disclose their password for their profile to others and the Buyer should immediately notify the Seller if they suspect or learn that another person has given or withdrawn consent for the processing of personal data instead of the data subject themselves or that an unauthorized access to a user profile has been made. It is the obligation of the Buyer to make the related natural persons aware of these Terms, provided they are included in the implementation of the commercial relations between the Buyer and the Seller.

4. All contact details provided by the Buyer (through any related natural person) should be for business use and not for personal one. In addition, the Buyer should not provide the Seller with personal data that is not requested by the latter and is not necessary to the Seller in terms of their relationship with the Buyer. When the Buyer enters contact data and/or other personal data on the Seller's Website or provides the Seller with such data in another way, this data should belong to the natural person indicated by the Buyer.

5. In view of the General Data Protection Regulation:

5.1. The Seller's Privacy Policy allows any natural person related to the Buyer to object to the processing of their personal data on the grounds of "legitimate interest", including to object to the receipt of communication from the Seller, which is based on "legitimate interest". It is advised that before making an objection to receiving such communication, the natural person should contact the Buyer with whom they are associated with to clarify this issue. In such cases, the Buyer owes the Seller assistance in clarifying the situation so that the Seller can decide whether the relevant communication to the natural person should stop or continue.

5.2. Where the Seller's Privacy Policy stipulates that the Seller uses "consent" as the grounds for data processing, it should be freely given by the natural person.

6. The Buyer and the related natural persons should provide the Seller with personal data of natural persons only if this is lawful (including if there is a legal basis for this). The Buyer is obliged to notify the relevant natural persons that they have provided their data to the Seller, to notify them of the rules provided in these Terms and to inform them about the Seller's Privacy Policy (published on the Website) and any other information under Art. 13 and 14 of the General Data Protection Regulation. Apart from that, the Seller shall make every reasonable effort to also notify these persons of their Privacy Policy, but this does not cancel the Buyer's obligation under the previous sentence. Upon request from the Seller, the Buyer shall provide to the related natural persons information about changes in information under Art. 13 and 14 of the General Data Protection Regulation and any other information related to the processing of personal data. Upon request from the Seller, the Buyer shall provide them with any other necessary assistance related to the processing of personal data, carried out in view of the relationship between the Seller and the Buyer.

7. The Buyer is obliged to monitor the timeliness, accuracy, completeness, and truthfulness of all personal data of related natural persons, which is processed by the Seller. The Buyer is obliged to ask the Seller to delete/deactivate a user profile in case the related natural person, for whom this account was created, is no longer allowed to use it (for example, the natural person is no longer an employee of the Buyer). The Buyer is obliged to notify the Seller in advance if a related natural person shall no longer perform their functions (including if they shall be changed or terminated) so that the Seller can decide whether and how to continue processing their personal data. The Parties agree that individuals related to the Buyer may exercise their rights regarding their personal data in the manner described in the Seller's Privacy Policy.

8. The Parties shall treat each Order and/or Contract as confidential and more specifically the Buyer has not the right to use the Seller's name for advertising or in any other way without the prior written consent of the Seller. The Buyer shall treat any information received from the Seller during the performance of the Contract and/or the Order as confidential. All data received by the Buyer from the Seller must be used only for the purposes of performance of the Contract and/or the Order. The Buyer and the Seller undertake to

comply with all applicable regulations regarding the protection of personal data. Ensuring the confidentiality and protection of personal data must be applied indefinitely by the Buyer after the performance of the Contract and/or the Order and/or the termination of the contractual relationship.

9. In the event that the Buyer fails to fulfill any of their obligations under this section, as a result of which the Seller suffers damages (for example, a sanction is imposed by the authorities and/or the Seller is obliged to pay compensation to the personal data subject and/or other amount in connection with the processing of personal data), the Buyer is obliged to pay the Seller compensation for damages and lost profits (including paid sanctions, compensations, costs, including costs for lawyers and consultants, etc.). In the cases under the previous sentence, the Buyer is obliged to render full assistance to the Seller and to protect and safeguard them.

#### VIII. Written Form and Language of Documents

1. Contracts shall be valid only if they are submitted in writing and signed by the Parties.
2. The Contract and/or the Order shall be prepared in Bulgarian and/or English. When the Contract is prepared in Bulgarian and English, in case of discrepancy or dispute in the interpretation, the Bulgarian text shall be applied. This also applies to all annexes and other documents relating to the Contract and/or the Order.

#### IX. Assurances and Guarantees

Each party to the Contract and/or the Order assures and guarantees that they have the full right, authority, and power to fulfill their obligations under the Contract and/or the Order and these Terms, and that the person performing the Contract and/or the Order has the right to sign The Contract and/or the Order on behalf of this Party.

#### X. Application of Clauses

If any of the provisions of the Contract or these Terms is not applied or its application is not requested at any time, this shall not be considered a waiver of said provisions and shall not affect the validity of the Agreement or these Terms or any part of them, or a waiver of the right of each Party to apply each of the provisions.

#### XI. Divisibility

In the event that any of the provisions of the Contract and/or the Order and/or these Terms for any reason is declared invalid, illegal, or inapplicable in any respect, this invalidity, illegality or inapplicability shall not affect the other clauses of the Contract and/or the Order and/or these Terms.

#### XII. Terms of Use of the Seller's Website

##### 1. Basic provisions

The Website's use is governed by the terms of use described here.

If you use the Website, you accept these terms without restriction. If you do not accept the terms, do not use the Website.

The content on the Website (hereinafter referred to as "Content") is the property of Polycomp EOOD., as well as other organizations and individuals, including the design, texts, and images, but not only them.

All Content on the Website is subject to copyright under the Copyright and Related Rights Act, unless otherwise stated in writing. The use of the Content of the Website or any parts of it is prohibited, except in the ways specified in these Terms.

All terms, company names, Goods/Services, etc. may be trademarks and/or trade names of their respective owners. The right to access the Website does not give grounds for granting a license or other rights to use any trademark in any way without written permission.

##### 2. Rights and restrictions for use of the Website

###### 2.1. When using the Website, the Buyer:

- Has the right to load, record or print part of the Content, retaining all names and captions that are related to copyright or other ownership rights to this Content.
- Has no right to use and/or distribute any images from the Website and the Content without written permission.
- Has no right to copy the Content or the entire Website, except as described above, nor edit, transmit, distribute, reproduce, publish, rent, or create other materials based on the site, nor transfer, sell or use the Content or the Website, to use it for any commercial or public activity, or any other action without the

written consent of the Seller.

- Has no right to use the Content and the Website to send materials which are threatening, illegal, false, inciting, insulting, misleading, harassing, defamatory, disgraceful, religious, obscene, pornographic, or other materials that lead to conduct that may be considered a crime, or lead to criminal or civil liability, or may otherwise violate good morals and/or the law.
- Has no right to use the Content and the Website for advertising purposes without the written permission of the Seller.

2.2. The Seller has the right to terminate full or partial access to the Website for all or certain groups of Goods/Services after prior written notice to the Buyer, if:

- The Buyer does not meet the conditions for partnership described in the Terms or in case of violation of these Terms.
- The Buyer overloads the Website and disrupts its operation and the ability of other users to access it.

### 3. Responsibilities

The Buyer uses the Website only at their own risk. The Website, related employees, or third parties involved in its creation and maintenance are not liable for any direct, indirect, or any other type of damages arising out of using the website or connected to the website itself. If the Website contains links to other websites, the Seller is not responsible for their content, the protection of personal information and the security of these websites.

There are no guarantees the Content on the Website is up-to-date, accessible and without errors.

Actual Goods/Services may differ from those shown in the images.

The user is solely responsible for how they use and understand the information on the Website.

The Seller has the right to change the Content of the Website, incl. prices, parameters of Goods/Services and everything else without prior notice.

In no way does the Seller guarantee access to and trouble-free operation of the Website.

### 4. Protection of personal data

Any personal information that is reflected on the Website or sent to it shall be used in accordance with the rules for the protection of personal information.

### 5. Registration

5.1. An initial request for creating a user profile for the Buyer on the Website for the purposes of Section IV, Clause 1.5. above can be done by clicking on the link "Register" on the Website, filling in the relevant data and going through the next steps. The Seller shall decide whether they wish to work with the buyer candidate who has submitted the request for creation of a user profile, and respectively whether to create a user profile for them on the Website. If the Seller deems that they wish to work with the Buyer, then the Seller may send the Buyer a contract for signing and take steps to activate a user profile. After activating the first user profile, the registered merchant (Buyer) can create additional user profiles by using the functionalities of the Website. The user profiles on the Website are managed/used by the Buyer and contain personal data of certain individuals, related to the Buyer (their employees, representatives and/or others).

5.2. The Buyer can terminate a user profile on the Website at any time.

Termination of a user profile means that statements can no longer be made/received through it (including the ability to make Orders), but certain information about the completed Orders and other statements remain available to the Seller for accounting purposes, as well as with a view to establishing, exercising, or defending legal claims. Upon termination of the original user profile of the Buyer, the Seller has the right to terminate part or all the other user profiles of this original user profile.

## XIII. Peculiarities of the Rules for Export of Goods and Services

### 1. Expectations

As a distributor of computer and other Goods and Services, we and the Buyers are expected to comply with the requirements of internationally accepted export legislation, including that of the United States of America. This means that we do not deliver any Goods, including Software and Services to any of the Prohibited Countries, Prohibited Natural and Legal Persons, or Prohibited End Uses. We and the Buyers must be committed to these requirements and help identify potential abuses.

In addition, we and the Buyers must comply with the rules set out in Council Regulation (EC) No. 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items and technologies. Such are the products and technologies that can be used for both civilian and military purposes.

## 2. Prohibited Countries

The Goods and Services we provide may not be sold or delivered directly or indirectly through a third party to the Prohibited Countries, to an embassy or consulate of a Prohibited Country, regardless of its location, without a license or other similar permission. The Prohibited Countries are Cuba, Iran, Afganistan, North Korea, Sudan, Syria, Russia, Belarus, Venezuela and others, about who the Buyer has to inform himself.

## 3. Prohibited Natural and Legal Persons

Goods and Services may not be sold directly or indirectly through a third party to certain natural or legal persons identified by the U.S. Bureau of Industry and Security (BIS). These include people of certain nationalities and people identified as terrorists, part of criminal organizations or drug traffickers.

## 4. Prohibited End Uses

You may need to obtain a license from the United States or another country if the end use of a product falls into any of the following categories:

- Nuclear technologies.
- Certain activities related to oil and gas exploration and extraction.
- A rocket technology that includes activities related to space exploration or activities related to the control of unmanned aerial vehicles.
- Chemical or biological weapons.
- Military end users.
- Weapons of mass destruction.

## 5. Red flags

A red flag is any circumstance in a transaction that represents a sale or an export of Goods and may be intended for restricted end uses, end users or restricted destinations. The following four indicators fall into the red flag category:

### 5.1. Destinations

- Companies headquartered in the Prohibited Countries or their branches located in a non-Prohibited Country.
- Delivery dates are unclear, delivery routes are roundabout, the last destination is a major transshipment point.
- Customers use PO Box or UPS Store for their address.
- A forwarder is indicated as the recipient of the Goods, or the Customer has indicated that they shall use a forwarder.

### 5.2. Goal

- An export license issued by the United States or another country may be required for sale to natural or legal persons purchasing Goods and Services for any of the Prohibited End Uses.
- The Customer or the intermediary at the time of the purchase does not wish to provide information about the end use of the Goods.
- The characteristics of the Goods do not match the business line of the Buyer.
- The Customer is not familiar with the features of the Goods, but still wants to buy it.
- The Customer is a forwarding or trading company located in a main transshipment point.

### 5.3. Goods

- Some of the Goods require import or export licenses. These are products with advanced encryption capabilities or products specially designed or modified for space or defense end use.
- The ordered Goods are incompatible with the technical level of the country to which they shall be delivered, such as equipment to produce semiconductors to be delivered to a country without an electronics industry.

### 5.4. People

- Any interaction with a person with a government ban or a person from a Prohibited Country (e.g. Iran) or a prohibited state bank.
- The Customer or the company's name contains words from the Prohibited Countries (e.g. Syrian Airlines).
- A person seeking to use a government bank of a Prohibited Country.
- The Customer wants to pay in cash for any expensive product where the terms of sale require funding.



- The Customer wants to omit or change the invoice information.
- The Customer wishes anonymity or refuses to present documents proving their identity.
- The Customer refuses Services related to installations, trainings or maintenance.

#### 6. Coordination

Whenever there is suspicion of a potential violation of the export rules, we and the Buyers must coordinate with the relevant state institutions - the Customs Agency and the Interdepartmental Commission for Export Control at the Ministry of Economy. For this purpose, in case of such doubt, each employee of Polycomp must notify the Commercial Director or the Chief Operating Officer.

#### XIV. Competent Jurisdiction

1. The Contracts and/or the Orders, as well as the use of the Website are exclusively regulated by the Bulgarian law.
2. Any disputes arising from the implementation of the Contract and/or the Order and/or the use of the Website shall be referred for resolving to the competent court in Sofia.

#### XV. Change of the General Terms and Conditions

The General Terms and Conditions are published on the Website of the Seller, who reserves the right to unilaterally change them by updating this document. It is the obligation of the User and/or the Buyer to regularly monitor for changes in the Terms and to get acquainted with the current Terms.

#### XVI. Transitional and Final Provisions

1. As of the date specified in the next Clause, the Agreement on Personal Data Processing and/or other contracts/agreements on personal data processing concluded between the Seller and the Buyer shall be terminated and the relations between the Parties on these issues shall be regulated by these Terms and the Seller's Privacy Policy.
2. The date of the last update (entry into force of the latest amendments/additions) to these Terms is 20.06.2024. The amendments to these Terms, made with their update under the previous sentence, shall apply to all existing and new relationships.

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