



General Terms and Conditions of Sale and Delivery of PSB Systems Ltd.

1. Applicability

1.1. Our Terms and Conditions apply exclusively to all goods and services that we offer. Any additional or general terms and conditions stipulated by the customer shall only apply if they have been confirmed by us in writing in advance. This applies, for example, to any amendments to these Terms and Conditions. If we carry out a delivery unconditionally or otherwise do not respond to the customer's differing terms and conditions, this shall not be deemed as acceptance of such differing terms, even if we are aware of them.

1.2. In the case of ongoing business relations, these Terms and Conditions shall apply to all future transactions unless other conditions have been expressly agreed upon.

2. Ordering of Goods

2.1. Our offers are non-binding.

2.2. By placing an order, the customer declares a binding intention to purchase the goods. We are entitled to confirm the order in writing within 48 hours of receiving it.

2.3. We commit to delivery deadlines that we receive from our supplier. These deadlines depend on stock availability at the date of inquiry and may change between the date of inquiry and the date of order. The customer will be notified immediately if fulfillment becomes impossible or if the delivery time changes.

2.4. The place of performance shall be deemed to be the address of our registered office.

3. Prices

3.1. Value Added Tax (VAT) at the applicable statutory rate shall be added to the price of the goods.

3.2. The price of the goods does not include transportation costs unless a delivery-inclusive option has been explicitly stated.

4. Payment

4.1. An advance payment of 100% of the order value shall be made within three days after order confirmation.

4.2. Payment shall be made via bank transfer.

5. Retention of Title

5.1. We retain ownership of the goods until all our claims arising from the contractual relationship with the customer have been fully settled.

5.2. The customer undertakes to treat the goods with due care. If maintenance or servicing is required, the customer shall carry it out at their own expense.

5.3. In case of a breach of these General Terms by the customer, particularly regarding payment obligations or non-compliance with Articles 2 and 3, we are entitled to terminate the business relationship and request the return of the goods. This does not affect our right to assert additional claims.

5.4. The customer is entitled to resell the goods in the ordinary course of business.

6. Transfer of Risk. Shipment

6.1. The risk shall pass to the customer no later than at the time of dispatch, even if partial deliveries are made or if we have agreed to perform additional services, such as consignment or transportation.

6.2. If dispatch is delayed due to reasons attributable to the customer, the risk shall pass to the customer at the moment the goods are ready for shipment.

6.3. Upon the customer's request, we may agree to carry out consignment in accordance with their instructions and at their expense.

6.4. Failure by the customer to accept the goods shall be deemed equivalent to delivery.

7. Delivery Period

7.1. After accepting the order, we will issue a proforma invoice specifying the delivery period.

7.2. The delivery period begins upon receipt of the advance payment specified in Article 4.1.



7.3. Delivery deadlines shall be deemed met if the goods have left our warehouse or the customer has been notified of their readiness for dispatch before the expiry of the deadline.

7.4. Delays in delivery due to force majeure or other unforeseen circumstances beyond our control (including, but not limited to, strikes, lockouts, natural disasters, pandemics, operational disruptions, or delays in the supply chain) shall extend the delivery period accordingly. We shall notify the customer of such circumstances without undue delay.

7.5. If the delay in delivery exceeds eight weeks, either party may withdraw from the contract. Further claims for damages due to such delay are excluded unless the delay is the result of intent or gross negligence on our part.

8. Inspection and Acceptance of Goods

8.1. The customer is obliged to inspect the goods immediately upon receipt and to notify us in writing of any defects within five (5) working days. If the customer fails to do so, the goods shall be deemed accepted and free of defects.

8.2. Hidden defects must be reported in writing immediately upon discovery.

8.3. Complaints do not entitle the customer to withhold payment unless the defects are undisputed or have been legally established.

9. Warranty and Liability

9.1. We guarantee that the delivered goods conform to the agreed specifications and are free from defects in material and workmanship at the time of transfer of risk.

9.2. In the event of justified and timely notification of defects, we shall, at our discretion, repair the defect or deliver replacement goods (subsequent performance).

9.3. We shall only be liable for damages caused by intent or gross negligence. Liability for indirect, consequential, or incidental damages, including loss of profit, is excluded unless mandatory statutory provisions provide otherwise.

10. Returns

10.1. Returns of goods are only accepted with our prior written consent.

10.2. The goods must be returned in their original packaging and in unused condition.

10.3. The costs of return shipping shall be borne by the customer, unless the return is due to a defect for which we are responsible.

11. Confidentiality

11.1. Both parties undertake to treat all commercial and technical information received in connection with the business relationship as confidential and not to disclose it to third parties.

12. Governing Law and Jurisdiction

12.1. These Terms and Conditions and all contracts concluded under them shall be governed exclusively by the laws of the Republic of Bulgaria.

12.2. The competent court at the place of our registered office shall have exclusive jurisdiction for all disputes arising out of or in connection with the contractual relationship.