

# Terms and Conditions of Sale

These Terms and Conditions are effective from 1<sup>st</sup> March 2007 until further notice.

## **1. Definitions**

1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller.

1.2 "Seller" means **PRO LOG DZZD, Tchaika 11/B/21, Varna 9005, Bulgaria**

1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

1.4 "Delivery date" means the date specified by the Seller when the Goods are to be delivered.

1.5 "Price" means the price for the Goods including carriage, packing and VAT.

1.6 "Goods" means those Goods specified.

1.7 "Contract" means any contract between the Seller and the Buyer for the sale of Goods and/or provision of Services, incorporating these Conditions;

## **2. Conditions applicable**

2.1 Nothing in these conditions shall affect the Buyer's statutory rights as a consumer.

2.2 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written or verbal order of the Buyer which is accepted by the Seller, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.3 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.4 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

## **3. Payment and Deposit**

3.1. The price of the Goods shall be as stated on written quotation of the Seller and no increase will be accepted by the Buyer unless agreed by him/her in writing before the execution of the order.

3.2 Where Goods are held in stock by the Seller at the time the Buyer places an order, payment of the Price shall be due at the date of the order. Where Goods, including any bespoke or personalised items, are not held in stock by the Seller at the time the Buyer places an order, payment of a deposit of 50% of the Price shall be due at the date of the signing this contract. The remaining 50% of the Price shall be due when the Seller notifies the Buyer that the Goods are ready for delivery. If the Buyer fails to make payment as required the Seller may suspend delivery of the Goods or any further Goods ordered until payment is made in full.

3.3. Payment for the Goods shall be made on the basis of Pro Forma Invoice issued to the Buyer, by Banker's Draft, within 5 [five] banking days following date of receipt of the Pro Forma Invoice.

3.4. For a delay in payment for the Goods, the Buyer shall pay the Seller a penalty in the amount of 0.1% of the outstanding sum for each day of delay.

## **4. Cancellation & Returns**

4.1. Under the provisions of the Consumer protection regulations, the Buyer shall have the right to cancel the contract at any time up to 7 [seven] days after signing this sales contract or delivery of the goods. Notification of cancellation by the Buyer must be made in writing.

Items not covered by this are any items which have been made to the Buyers specifications or clearly personalised and any deposit paid by the Buyer when ordering such items is non-refundable and shall not be refunded if the Buyer subsequently cancels the order.

If the buyer exercises this right after point of delivery they must inform the seller in writing and must return the goods at time of cancellation. It shall be the Buyer's responsibility to arrange return of these goods to the seller and it shall be their responsibility to ensure they are delivered back to the Seller in in the same condition they were in at the time of delivery to the Buyer and in their original packaging. The cost for return will be met by the Buyer. If the Buyer fails to return the goods cancelled then the Seller may collect the goods at their discretion but the cost of this will be payable by the Buyer.

The Seller will arrange a refund of any cancelled orders including any delivery charges or pro-rata thereof for partially cancelled orders, within 30 [thirty] days.

4.2 The Seller may cancel this contract at any time before the goods are delivered by giving 7 [seven] days written notice. On giving such notice the Seller shall promptly repay to the buyer any sums paid in respect of the price. The Seller shall not be responsible for any loss or damage whatever arising from such cancellation.

## **5. Delivery**

5.1 Seller shall commence delivery within 8 [eight] weeks following receipt of Buyer's initial deposit but not earlier than 1 [one] week following the receipt of the balance due.

5.2 Delivery of the Goods shall be made by the Seller or his agent notifying the Buyer that the Goods are available for delivery to such place as the Buyer may specify at the time the order is placed.

5.3 The Seller shall use his reasonable endeavours to meet any date agreed for delivery.

5.4 The Buyer shall have full responsibility for ensuring that there is suitable delivery access for all Goods that are ordered. The Seller accepts no responsibility for failure to deliver any item due to restricted access.

5.5. For a delay in delivery of the Goods, the Seller shall pay the Buyer a penalty in the amount of 0.1% of the deposit for each day of delay.

## **6. Changes**

6.1 The Buyer accepts that, as each item made of solid wood/real veneer is hand finished, there may be variations in colour and texture within each piece.

6.2 Photographs, descriptions and other images relating to the the Goods are for illustrative purposes only, and may not exactly match the product itself. The Seller reserves the right to supply the Goods subject to minor variations in published specifications without prior notice.

6.3 Where the Seller is not the manufacturer of the Goods and if the manufacturer discontinues the sale of the Goods or alters the Goods' specification, the Seller may

(a) to deliver in fulfilment of this Contract, goods conforming to the manufacturer's specification prevailing at the time of delivery; or

(b) to cancel this Contract and return any deposit paid by the Buyer without further liability.

## **7. Warranties**

7.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.

7.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 [twelve] months from the date of delivery, the Goods shall:

(a) be of satisfactory quality and shall conform in all respects with any particulars specified in the quotation and in any variations thereto;

(b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Seller. Where no purpose is stated in the quotation, the Seller does not make any warranty as to the fitness of the Goods for any purpose.

7.3 The Seller shall not be liable for a breach of any of the warranties in condition 7.2 unless:

(a) the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within 7 [seven] days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.

7.4 The Seller shall not be liable for a breach of any of the warranties in condition 7.2 if:

(a) the Buyer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, handling, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the Buyer alters or repairs such Goods without the written consent of the Seller.

7.5 Subject to condition 7.3 and condition 7.4, if any of the Goods do not conform with any of the warranties in condition 7.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

7.6 If the Seller complies with condition 7.5 it shall have no further liability for a breach of any of the warranties in condition 7.2 in respect of such Goods.

7.7 Any Goods replaced shall belong to the Seller and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 [twelve] month period, cf. condition 7.2

## **8. Title and risk**

8.1 Risk or damage to or loss of the Goods shall pass to the Buyer upon delivery.

8.2 Notwithstanding any other provision herein title in the full Goods shall not pass to the Buyer until the Seller has received in cash or clear funds payment in full.

## **9. Breach of Contract/Insolvency/Force Majeure**

9.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises, manufacturing plant or its agent's premises, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

9.2 The Seller may suspend or cancel the Contract in whole or in part (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to any circumstances beyond the reasonable control of the Seller provided that, if such circumstances continues for a continuous period in excess of 3 months, either party may give notice in writing to the other to terminate the Contract.

9.3 Notwithstanding any such termination or suspension of the Contract, the Buyer shall pay the Seller for all Goods delivered up to and including the date of suspension or termination. Termination of the contract for any reason shall be without prejudice to the rights of either party which may have accrued up to termination.

## **10. General**

10.1 The Contract sets out the entire agreement between the parties in connection with the sale of the Goods and shall supersede all documentation previously issued by the Seller purporting to set out its terms and conditions of sale of the Goods.

10.2 This Contract shall be governed by the law of Republic of Bulgaria and any dispute, question or remedy howsoever arising shall be determined exclusively by the Courts of Republic of Bulgaria.