

General Terms and Conditions of DORMAKABA BULGARIA EOOD

1. General Provisions

1.1. These General Terms and Conditions settle the commercial relations between DORMAKABA BULGARIA EOOD (called "DORMAKABA" for short hereinafter below), UIC 831593916, registered seat and management address at: Bulgaria, City of Sofia, Residential Quarter "Druzhba 2", 15 Heidelberg Street and the client (called "Client" for short hereinafter below) upon purchasing of readymade goods from the DORMA product range or upon production/manufacture of articles on part of DORMAKABA according to parameters specified by the Client. These General Terms and Conditions are also accessible on the Internet at: www.dormakaba.com/bg-bg or may be supplied to the Client upon request. These General Terms and Conditions settle the commercial relations between DORMAKABA and the Client, regardless of the agreement/contract conclusion form: in writing, by telephone, fax, e-mail, or another manner;

1.2. Conditions deviating from these General Terms and Conditions shall be valid only if DORMAKABA has explicitly confirmed their validity in writing;

2. General

2.1. The prices of readymade articles of DORMAKABA (specified in the catalog) can be provided upon Client's request by the Company office. DORMAKABA reserves the right to charge administrative costs/expenses in the event of low-priced orders. The packaging of the articles shall be invoiced additionally. If the offer/order confirmation does not specify otherwise, the indicated prices pertain to deliveries EX Office/Warehouse of DORMAKABA Bulgaria (EXW, INCOTERMS 2000);

2.2. The information and sketches, contained in the catalogs, prospects, as well as in other company documentation, represent only informative and nonbinding information regarding the products and do not represent contractual data regarding the product characteristics. DORMAKABA reserves the right to execute changes in the parameters of the article at anytime;

2.3. The agreement/contract between the parties is concluded by written confirmation of the order (order confirmation) on part of DORMAKABA. In the event of executed actual delivery, without order confirmation on part of DORMAKABA, the order shall be deemed confirmed by way of said delivery, in line with the provisions of these General Terms and Conditions;

2.4. In order to become legally effective, verbal orders placed with employees shall require written confirmation; this shall also be valid for all supplemental covenants and agreements;

3. Delivery and passing of risk

3.1. In the event not agreed otherwise, the delivery shall be executed EX Works of DORMAKABA in Bulgaria (EXW, INCOTERMS 2000), save for the packaging, which shall be included separately in the invoice. Partial deliveries are allowed and may be charged separately to the invoice;

3.2. Passing of risk of chance perishing or damaging of the articles shall pass onto Client along with the goods' handover – be it after its receipt from the warehouse of DORMAKABA, or by the signing of handover-delivery protocol/certificate, after delivery and installation of the goods executed by DORMAKABA on location, specified by the Client. The risk of chance perishing or damaging of the goods shall pass prior to this onto the Client, if it falls in delay with the acceptance of the goods or culpably breaches its obligations for cooperation upon execution of the delivery;

3.3. Return of goods, outside of cases concerning claims, shall be accepted only by explicit consent in writing provided on part of DORMAKABA. The Client must pay a processing charge within a minimum amount of 20% of the goods' cost. The difference pertaining to the cost of the goods shall be restored via bank remittance;

4. Delivery/acceptance and passing of risk in the event of application of the provisions of agreement/contract for production and delivery of articles produced by DORMAKABA.

4.1. Acceptance of the produced goods/articles, subject matter of the contract/agreement, shall be executed via the signing of delivery-acceptance protocol. The Client shall authorize a person, possessing the right to sign the delivery-acceptance protocol in the Client's name;

4.2. DORMAKABA shall notify in advance the Client regarding the installation completion date. In the event upon completion of the installation, the person specified herein above, fails to reach the site within 1 hour after receipt of notification provided by a representative of DORMAKABA regarding the installation's completion, then DORMAKABA shall accept that the works were accepted without any remarks;

5. Term of delivery and delay

5.1. The terms of delivery shall be subject to written agreement between the parties, depending on the type of article, whether it was in stock at the warehouse, or whether it must be ordered abroad and/or produced by DORMAKABA;

5.2. The agreed delivery term shall commence to run as of the date of final order confirmation, but not prior to remittance of the agreed initial installment/payment, as well as clarification of all technical matters. In the event the Client makes additional requests for modification/supplementation of the order, the term of delivery shall be extended accordingly;

5.3. The right of the Client to receive the goods shall be suspended, until the payments (initial payments), required up till handover of the goods, are not executed in part or in whole;

5.4. In the event of delayed delivery due to willful acts or gross negligence on part of DORMAKABA, the Client shall have the right to compensation for damages, proven to be caused by the delay. If the delay has resulted from slight negligence, compensation

shall be due for each day of delay within the amount of the statutory interest, but not more than 5 % of the order's amount;

5.5. If DORMAKABA delays the delivery by more than 4 weeks, after the agreed delivery deadline, the Client shall have the right to annul the contract/agreement. In addition, after expiration of the term, the Client may file a claim for compensation for damages, instead of performance of the work, if the delay has resulted from willful or gross negligence on part of DORMAKABA. If as an exception a claim is inexistence for compensation of damages instead of performance of the work, then the compensation's amount cannot exceed 10 % of the order's amount;

5.6. If shipment is delayed upon the Client's request or due to reasons outside the Client's responsibility, DORMAKABA is authorized to undertake storage and safekeeping of the goods in a warehouse, starting with the expiration of the term, specified in the written notification regarding readiness for shipment, and charge the Client the resulting costs/expenses for storage in its own warehouse a minimum of 0,5 % of the invoice's amount for each beginning month, and in the event of storing the goods in a warehouse owned by third persons - the actually incurred costs/expenses;

6. Special conditions for production and delivery of articles produced on part of DORMAKABA

6.1. As contractual obligation for providing cooperation upon performance of work/installation, the Client must guarantee the following conditions are at hand:

6.1.1. Coordination between the parties of the precise dimensions of the articles, subject matter of production. The dimensions accepted by the Client are binding for the Client. In the event of inconsistencies with the dimensions coordinated between the parties, the production costs of the new articles shall be to the account of the party at fault for the respective inconsistencies;

6.1.2. Ensuring readiness of the construction for execution of the respective installation works;

6.1.3. Presence/availability of connection with the electrical power grid, constructed on part of authorized persons (specialists), performed in observation of the best European and Bulgarian norms and standards. The electrical power supply must be switched off and secured against wrongful or unauthorized switching on. Each separate mechanism must be provided with an independent 10 A circuit breaker. The electrical power line must end in a termination box. The required power line voltage for automated sliding doors and actuators for automated doors must be 230 V, 50Hz;

6.1.4. Presence of control cable in line with the selected equipment, in accordance with the manufacturer's cable layout plan. Placement of junction boxes for concealed installation and specification of the positions for installation on part of the construction works contractors, for completion of required bricklaying-plaster works, channel/conduit fabrication works, plaster and putty application works. Approval of the executed works and timely performance thereof represent entirely obligation of the Client;

6.1.5. Provision of free access to the installation location, as well as cleaning of the work site prior to commencement of the installation works;

- 6.1.6.** Presence of relevant markings at the rough construction locations near the doors, indicating precisely 1 meter above the floor;
- 6.1.7.** Blocking off work zone during the installation, on part of the Client, for providing requisite installation conditions to DORMAKABA;
- 6.1.8.** Guarding the installed articles and work materials against theft and damage until final acceptance of the articles;
- 6.1.9.** Presence of following characteristics in the floor in the area of the doors:
- for automated sliding doors: finally completed floor;
 - for sliding doors, intended for opening to the outside during evacuation, the ready floor in the area of the door wing panel must be executed with a slight incline, guaranteeing problem free functioning.
 - for space saving doors: executed finished floor recess for the counter plate box;
- 6.1.10.** Executed recesses for floor guiderails if part of the respective order;
- 6.1.11.** Adequate space for installation of the actuator mechanism, as well as adequately stable base, required for withstanding later loads (the precise dimensions can be obtained from the current product catalog of DORMAKABA);
- 6.1.12.** Execution of respective revision openings for inspection and servicing in case of concealed installation upon use of suspended ceilings;
- 6.1.13.** Assembly (installation) of electrical counter plates (opening devices) of doors, including electrical cables (only in the event of actuator mechanisms of hinged doors);
- 6.1.14.** Provision on part of the construction works contractor of doors and glazing, subject matter of installation, prior to installation's commencement;
- 6.2** The Client must ensure execution of the following construction works, so DORMAKABA may install and commission its articles into operation:
- 6.2.1.** Execution and completion of all requisite masonry-plaster and channel/conduit fashioning works;
- 6.2.1.** Presence of installed console boxes for concealed installation of door control system (programming key, emergency switch off, control buttons, etc.);
- 6.2.3.** Proper installation of electrical cables, including connection thereof to the electrical supply grid in line with the cable layout plans of DORMAKABA;
- 6.2.4.** Completion and complete mechanical installation of actuation mechanisms, including installation of door wing panels, eventual side parts and glazed door wing panels;
- 5.2.5.** Installation of floor guiderails and guides, the requisite protective devices, such as impulse sensors (e.g. radar, infrared, etc.), protective photocells, including cable installation. In addition, in the event of pneumatically actuated systems - installation of impulse sensors and connecting hose/tubing;
- 6.2.6.** Presence/availability of voltage specified in advance;
- 6.3.** Pursuant to the provisions of БДС EN 16005/ DIN 18650, automated doors require the performance of risk analysis. In order to perform this obligation, the Client must provide DORMAKABA a detailed description of the construction specifics in the surrounding area of the automated door;
- 6.4.** In the event of culpable breach of obligation for providing cooperation on part of the Client, DORMAKABA has the right to compensation for damages. Damages subject to compensation must be construed as the eventual supplemental costs/expenses for repeat shipment/delivery of the articles, the costs for storage and

safekeeping within the amount specified herein above, return shipping course, as well as any other additional costs/expenses incurred by DORMAKABA. If the risk analysis, based upon filed on part of the Client incorrect, incomplete, or additionally modified data proves wrong, the Client undertakes to assume the costs for the eventually required works for the additional fitting/refitting. In the event of lacking cooperation on part of the Client for providing the conditions specified herein above, the terms for performance of the works shall be extended accordingly;

7. Consideration upon performance of installation and service works

7.1. In the event not agreed otherwise, DORMAKABA performs installation and servicing services, as well as commissioning into operation, according to specified hourly rates, in line with the valid pricelist of DORMAKABA. The time for travel and transportation must be considered as working hours. If works are performed during the nighttime, on weekends or holidays, based upon the Client's requirements, for which supplemental pay for performed labor is required, said works shall be paid additionally on part of the Client;

8. Terms of payment and delayed payment

8.1. In the event not agreed otherwise, remuneration for the respective delivery shall be due upon handover of the goods. Upon production and delivery of goods manufactured on part of DORMAKABA, 50% of the order's price shall be subject to payment after receipt of the order confirmation and 40% of the order's price shall be subject to payment after the notification of readiness for shipping. Payment of the remaining sum shall be executed after delivery. The payment shall be deemed executed only after crediting the due sum to DORMAKABA'S bank account;

8.2. In the event of delayed payment, DORMAKABA has the right to charge interest for delay within the amount specified by the Bulgarian legislation. In addition, DORMAKABA has the right to withhold the articles under all current contracts/agreements with the Client until full payment of the due sum on part of the Client. After ineffective expiration of the payment term, specified for the Client, DORMAKABA may suspend all unfulfilled contracts, reserving its right for filing claims for further damages resulting from the delay;

9. Right of title/copyright

9.1. DORMAKABA reserves the right of title and the copyright/s for sketches, drawings, calculations, and other documents. This pertains especially to documents designated as „confidential“. Prior to handover of said documents to third persons, the Client must obtain DORMAKABA'S permission;

10. Warranty

10.1. DORMAKABA warrants the effective work/operation of the articles for a period of 12 months after their respective commissioning into operation. The warranty enters into full force and effect after complete payment of the articles and the presence of

completed „Warranty Card” document. Extended Warranty (24 months) is possible in the presence of a Service Contract.

10.2. The Warranty shall be void in following cases:

10.2.1. Assembly/installation, repair, or maintenance executed by unauthorized persons;

10.2.2. Arbitrary technical intervention on part of the Client, use of unoriginal spare parts, alteration of articles' appearance;

10.2.3. Mechanical damages caused to the product (from impacts), as well as damages caused by circumstances of Force Majeure, natural calamities/anomalies (flooding, fire, etc.), war;

10.2.4. Non-observation of regular preventive maintenance of articles, as specified in the Operating Instructions;

10.2.5. The Warranty does not cover replacement of wearing parts, designated as such in the B Operating Instructions;

11. Claims

11.1. The Client must diligently inspect the goods upon receipt/delivery, even if only partially, for any deviations and defects. The visual inspection shall not be deemed sufficient. The Client must notify immediately DORMAKABA in writing regarding evident defects (at the latest within 10 days) after receipt of the goods/articles. Evident defects must be certified in writing by the person performing respective handover - as far as possible. Claims for defects shall be excluded in the event of breach of Client's obligation to inspect the goods/articles;

11.2. Claims must be directed in writing to DORMAKABA. The Client undertakes provide DORMAKABA the opportunity to inspect the on location goods/articles, regarding which the Client claims shortcomings are at hand. DORMAKABA shall

11.3. execute this inspection to own expense and account; DORMAKABA may reject acceptance of goods/articles, directed by the Client, the return of which it was not informed in advance in writing, and regarding which DORMAKABA has not provided its explicit written consent to receive back in its offices;

11.4. Resulting from a claim for defect/s, the Client has the right to additional performance on part of DORMAKABA at the works execution location. The supplemental costs/expenses as well as transportation costs, arising due to the goods' transportation to another location, different from the works' execution location, as well as the assembly/disassembly costs/expenses shall be to the account of DORMAKABA. If the results of the inspection executed on part of DORMAKABA fail to ascertain the presence of defects, the goods/articles shall be shipped back to the Client at the Client's expense and account or DORMAKABA has the right to invoice all incurred costs/expenses in connection with the Client's inspection;

11.5. Claims for breakage of glazing and shortcomings, regarding which DORMAKABA bears no liability, resulting due to improper use, incorrect installation, or incorrect commissioning into operation on part of the Client or third persons, as well as claims resulting from normal wear and tear, and extraordinary external impacts are void. Claims shall not be accepted for shortcomings, resulting from lack of technical maintenance or unreliable technical maintenance - e.g. non-observation of specified on part of the manufacturer technical maintenance intervals or technical maintenance

on part of unqualified persons (qualifications shall be subject to certification on part of DORMAKABA). Claims shall also not be accepted for shortcomings/defects, resulting from improper storage, more specifically, the glass doors must be placed for storage in a vertical position, on a clean and dry surface, protecting the glass material (excluding stone, metal, or other similar surfaces);

11.6. In addition, insignificant deviations in the color, as far as conforming to the permissible deviations pursuant to the color norm, used in mechanical engineering and building equipment - RAL and other paint applications, must not be viewed shortcomings, of which DORMAKABA bears liability;

12. Force Majeure

12.1. DORMAKABA shall not be liable in the event of Force Majeure. Force Majeure under this contract shall mean all unforeseeable and sudden events, which could not be controlled in any manner by the parties, undeniably affecting the performance - war, fire, earthquake, flooding, and other natural calamities, national strikes, and other such actions;

12.2. The party citing Force Majeure must immediately inform the opposite party regarding the type, nature, and eventual duration of the respective event. If the parties accept the presence of Force Majeure, the contract terms shall be extended by a term corresponding to the duration of the unforeseen event. If this period exceeds 1 month, the parties shall additionally agree upon the terms of execution;

13. Correspondence

13.1. Any correspondence between the parties shall be deemed duly executed if directed to the addresses specified by the respective parties;

14. Arbitration

14.1. All matters unresolved in these General Terms and Conditions shall be subject to application of the provisions of the currently effective Bulgarian legislation;

14.2. The parties shall exert best efforts for resolving any disputes, inconsistencies, or claims, resulting from or in connection with these General Terms and Conditions by way of mutual agreement. In the event of failure to reach agreement, all unresolved disputes, arising from the contract/agreement for performing the service and/or these General Terms and Conditions, between the parties to said contract/agreement or pertaining thereto, including disputes resulting from and/or pertaining to their construction, invalidity, performance, suspension, termination, as well as disputes regarding the filling in of blanks in these General Terms and Conditions and the contract/agreement or their adaptation to newly arisen circumstances, shall be resolved by the Commercial Court of Arbitration at the National Legal Foundation (www.tasnuf.org);

These General Terms and Conditions were adopted on: 01.05.2015.