

	GENERAL TERMS AND CONDITIONS OF THE COMPANY Syscoset Ltd. ОБЩИ УСЛОВИЯ НА КОМПАНИЯ СИСКО СЕТ ЕООД	SYS 06.00.23
<i>Electronic assembling Systems – Components - Sets</i>		Published: 22.11.06
Telefon : 00359 2 9208595 Telefax : 00359 2 9208596		Revision: 01-2021
Mail : Syscoset@syscoset.com Homepage: www.syscoset.com		

I. GENERAL

The following terms and conditions of Syscoset Electronics Ltd. shall be valid exclusively for orders and provisions. Any differing or supplemental terms and conditions of the contractual partner shall not be binding for Syscoset Electronics Ltd., even without its expressed objection or if the contractual partner states that will only deliver according to its terms and conditions. Deviations from these terms and condition shall require explicit written consent of Syscoset Electronics Ltd.

II. CORRESPONDENCE

Orders shall require written form. Oral agreements shall only be valid if they are confirmed in writing.

III. TRANSPORT, PASSING OF RISK

The place of fulfillment for deliveries of or to Syscoset Electronics Ltd. shall be Sofia, Bulgaria. The place of fulfillment for deliveries of Syscoset Electronics Ltd., which are made to the location of the orderer upon its wish, shall be made at the account of the orderer. The risk for deliveries made by Syscoset Electronics Ltd. (even in the price category “freight paid”) shall be transferred to the receiver from the moment a proper assignment is made to a railway, shipping or other transportation company.

IV. DELIVERY DATES

a) Agreed delivery dates shall be binding. A delivery date shall be reasonably extended if the supplier is hindered in the fulfillment of its obligations due to an Act of God. If the supplier shall be in arrears, the orderer shall be entitled to demand S % of the order amount for each week commenced without the obligation to extend the deadline, but in any case no more and one time only than 5 % of the amount ordered. If delays have occurred or are to be expected in the delivery or its preparation, the supplier shall inform the orderer immediately.

b) In case of deliveries of Syscoset Electronics Ltd., any liability for a delay or the impossibility of a service shall be excluded, if said delay or impossibility occur due to a delay or impossibility of an upstream supplier of Syscoset Electronics Ltd. The same shall be valid if the delay or the impossibility of the Syscoset Electronics Ltd. shall occur due a deficient service of the upstream supplier of Syscoset Ltd. In this case, the delivery date shall be extended accordingly. If Syscoset Electronics Ltd has caused the delay or the impossibility, the damage claim of the orderer in case of a delay shall be limited to S % of the value of the goods for each week commenced. A total for one time only of 5 % of the value of the goods and in a case of impossibility, 15 % of the value of the goods.

V. WARRANTY

The warranty term shall be 6 months after the receipt of the goods. Complaints based on a deficient delivery shall be made immediately upon receipt of the goods. The recipient shall be obligated to inspect the delivery immediately to ascertain that it is free of defects. In case deliveries or services of Syscoset Electronics Ltd. are deficient, the orderer may firstly request rectification by Syscoset Electronics Ltd. If the first rectification as well as a second rectification fails the orderer may demand a redhibition or a reduction. Any further claim for compensation shall be excluded. However, the orderer may withdraw from the contract.

VI. If the deficient service or delivery of Syscoset Electronics Ltd is based on a deficient service or delivery of an upstream supplier of Syscoset Electronics Ltd. shall not assume any liability. However, Syscoset Electronics Ltd. shall be willing to cede its right of warranty claim against the upstream supplier in favor, of the orderer.

	GENERAL TERMS AND CONDITIONS OF THE COMPANY Syscoset Electronics Ltd. ОБЩИ УСЛОВИЯ НА КОМПАНИЯ СИСКО СЕТ ЕЛЕКТРОНИКС ЕООД	SYS 06.00.23
<i>Electronic assembling Systems – Components - Sets</i>		Published: 22.11.06
Telefon : 00359 2 9208595 Telefax : 00359 2 9208596		Revision: 01-2021
Mail : Syscoset@syscoset.com Homepage: www.syscoset.com		

VII. PROPERTY RIGHTS

The orderer of services and goods from Syscoset Electronics Ltd. shall be liable that no property rights of Syscoset Electronics Ltd. or third parties are violated in the use of the items purchased and services received.

VIII. If one of the aforementioned conditions shall be completely or partially ineffective, the effectiveness of the remaining condition shall not be affected even within individual sections.

IX. If changes in the costs occur until the delivery date due to wage increases or due to price increases for materials by upstream suppliers, Syscoset Electronics Ltd. shall reserve the right to a reasonable price adjustment.

Syscoset Electronics Ltd. shall reserve the right to delivery tolerances in the ordered amount, 10 % in case of overdeliveries and 5 % in case of underdeliveries.

X. All prices in the offers of Syscoset Electronics Ltd. shall be understood as net plus value added tax.

XI. Until their complete payment, delivered goods shall remain the property of Syscoset Electronics Ltd. In case of processing the goods of Syscoset Electronics Ltd. by the orderer, ownership of the new item shall replace the property rights of Syscoset Electronics Ltd. and in case of a sale, the claim to the purchase price of the orderer will result thereof.

XII. Packaging costs for deliveries of Syscoset Electronics Ltd. shall be passed to the orderer's account.

XIII. PAYMENT CONDITIONS

The payment deadline shall begin with the date on the invoice. In case of payments to Syscoset Electronics Ltd., payment within 30 days without discounts shall apply if nothing else has been agreed upon.

XIV. PROVISION CLAUSE

In cases of orders by Syscoset Electronics Ltd the required amounts shall be considered ordered according to the schedule and shall be free of costs for production and delivery.

However, if the state of demand of Syscoset Electronics Ltd. shall require it, Syscoset Electronics Ltd. may withdraw from the remaining amount of the order,

-In case of provision clause No. 4 - 4 weeks

-In case of provision clause No. 6 - 6 weeks

-In case of provision clause No. 8 - 8 weeks

-In case of provision clause No. 12 - 12 weeks prior to the date of the allocation of the respective amount.

XV. CURRENT ACCOUNT CLAUSE/BALANCE CLAUSE

Until full payment, the goods shall remain property of Syscoset Electronics Ltd. in case of payment with cheques and / or bills of exchange, until the date of their final redemption). The property rights shall be transferred to the purchaser only after it has executed all its obligations resulting from deliveries of goods made by Syscoset Electronics Ltd. In current invoices, the reserved property rights shall serve to protect Syscoset Ltd. balance claims.

XVI. JURISDICTION

Jurisdiction shall be in Sofia, Bulgaria