

GENERAL TERMS AND CONDITIONS OF SALE (v1.0 _ DEC-24)

1. Definitions and Interpretation

- 1.1 'Kekzoguna Ltd' refers to the entity defined as the Seller below.
- 1.2 'Custom Goods' refers to items identified in the Kekzoguna Ltd Catalogue or other company materials as "to order only," or products not typically provided by Kekzoguna Ltd, as well as items specially requested by the Customer for resale in accordance with their Order.
- 1.3 'Terms' refers to these Kekzoguna Ltd General Terms and Conditions of Sale.
- 1.4 'Customer' designates any person, business, or entity purchasing goods under these Terms.
- 1.5 'Kekzoguna Ltd' encompasses Kekzoguna Ltd and all entities currently or in the future under its control.
- 1.6 'GDPR' pertains to EU and/or UK General Data Protection Regulations, as periodically updated.
- 1.7 'Products' refer to items sold under any agreement between Kekzoguna Ltd and the Customer.
- 1.8 'Seller' identifies Kekzoguna Ltd as the trading name of its designated legal entity.
- 1.9 'Kekzoguna Ltd Catalogue' means the company's most current published catalog or pricing list at the time of dispatch or service performance.
- 1.10 'Supplier' refers to any entity contracted by Kekzoguna Ltd to supply, manufacture, store, procure, or deliver Products.
- 1.11 'Business Day' means any weekday, excluding applicable bank or public holidays in Bulgaria, depending on the delivery or performance territory.
- 1.12 Singular references include plural meanings and vice versa where appropriate.
- 1.13 Headings are provided for reference only and do not influence interpretation.
- 1.14 References to statutes, regulations, or official guidance include their amendments or replacements as they apply.

2. Formation of Contract

- 2.1 A binding agreement is established when Kekzoguna Ltd accepts a Customer's order.
- 2.2 Orders are subject exclusively to these Terms, overriding any Customer terms unless explicitly agreed in writing by Kekzoguna Ltd.
- 2.3 Kekzoguna Ltd reserves the right to add, amend, or withdraw products from its catalog or materials at any time without prior notice. Descriptions, illustrations, and specifications are approximate and do not form part of any contract.
- 2.4 Prices and details may change without notice, and Kekzoguna Ltd is not liable for any reliance placed on catalog descriptions or errors therein.

3. Basis of Sale

3.1 Products are sold subject to availability. Updated Terms published on Kekzoguna Ltd's website automatically apply to future orders.

3.2 Kekzoguna Ltd may correct pricing or descriptive errors in its materials before or after order acceptance without liability.

3.3 Customers are solely responsible for ensuring order accuracy and any accompanying service instructions.

3.4 Kekzoguna Ltd may modify specifications without reducing product quality or performance.

4. Prices and Quotations

4.1 Pricing is based on Kekzoguna Ltd's quotation, accepted Customer orders, or the Kekzoguna Ltd Catalogue. Adjustments may occur due to factors outside Kekzoguna Ltd's control.

4.2 Prices exclude VAT, special delivery fees, and other applicable costs unless specified.

4.3 Small orders under €50 (excluding VAT) may incur a handling fee.

5. Terms of Payment

5.1 Payments are due in full within 28 calendar days of invoice issuance.

5.2 Late payments may incur interest at the Bank of England base rate plus 4%, calculated daily.

6. Delivery

6.1 Kekzoguna Ltd aims to meet agreed delivery schedules but is not liable for delays caused by unforeseen events.

6.2 Orders may be delivered in instalments, each treated as a separate transaction.

7. Inspection and Claims

7.1 The Customer must inspect goods immediately upon receipt and report discrepancies within three Business Days.

8. Damage in Transit

8.1 Damage must be noted at delivery, with details reported to Kekzoguna Ltd within three Business Days for inspection.

9. Returns

9.1 Return requests, aside from picking errors, shortages, or warranty claims, are subject to Kekzoguna Ltd's discretion and must meet specified conditions.

10. Warranties and Limitations

10.1 Warranties are limited to those offered by the product manufacturer.

10.2 Kekzoguna Ltd is not liable for damages arising from misuse, negligence, or failure to follow product instructions.

11. Property and Risk

11.1 Risk transfers to the Customer upon delivery, but title remains with XXXX until full payment is received.

11.2 Goods must be insured by the Customer until payment is complete.

12. Order Cancellation

12.1 Cancellations are subject to Kekzoguna Ltd's approval, and associated costs may apply.

13. Insolvency of Customer

13.1 If the Customer becomes insolvent, Kekzoguna Ltd may suspend or cancel contracts and demand immediate payment.

14. Force Majeure

14.1 Kekzoguna Ltd is not liable for non-performance due to events beyond its control, such as natural disasters, industrial disputes, or material shortages.

15. Data Protection

15.1 Customer data may be processed by Kekzoguna Ltd for order execution, account monitoring, and marketing. Data may be shared with third parties for fraud prevention or verification purposes.

16. Compliance with Laws

16.1 Both parties must comply with anti-slavery, anti-bribery, and anti-tax-evasion laws. Breach of such laws may result in contract termination.

17. General Provisions

17.1 Notices are to be sent via first-class post to the respective parties' registered addresses.

17.2 Failure to enforce a condition does not constitute a waiver of rights.

17.3 Bulgarian law governs these Terms, with disputes subject to the exclusive jurisdiction of Bulgarian courts.