

General terms

Of FIREWOOD BEECH ASH OAK Ltd. And /Or BURGAS TRANSLOGISTICS Ltd.

These General terms are valid for every order made to Burgas TRANSLOGISTICS Ltd. And FIREWOOD BEECH ASH OAK Ltd. Company ." Burgas TRANSLOGISTICS Ltd. headquartered in Burgaria, Burgas, 8011 "Kumlushka nizina" represented by Maria Indjova, hereinafter referred to as the SELLER and Any company making business with Burgas TRANSLOGISTICS Ltd. And FIREWOOD BEECH ASH OAK Ltd. represented by email or whatsapp number, herein after referred to as the SELLER! Burgas TRANSLOGISTICS Ltd. Or/And FIREWOOD BEECH ASH OAK Ltd. Making business together or separately are called just the SELLER in these General terms .

Any BUYER accepts these General terms and is considered as read, approved and signed them with receiving an email or message in whatsapp from the SELLER linked to the article of these **General terms or posted / sent a message "Every contract and every order are related to our General terms on firewoodbulgaria.wordpress.com"**. **The Terms are sufficient for every BUYER and they are posted and updated on www.firewoodbulgaria.wordpress.com, sent under every email and posted in the business account in Whatsapp +359878999692 and also can be sent as a message "Every contract and every order are related to our General terms on firewoodbulgaria.wordpress.com".!**

SUBJECT MATTER OF THE General terms

Art. 1. The SELLER undertakes to transfer ownership and to transmit to the BUYER the goods described in a Pro forma invoice representing an integral part of this General terms in return for payment by the BUYER of the remuneration specified in the contract.

A proforma invoice is issued by the SELLER and is sent to the BUYER after the BUYER has sent his company identifications.

If the identifications are not valid , all the expences coming from that are for the BUYER.

Art. 2. The contract shall be concluded in writing by signing and sending the scanned document to WhatsApp number or an email of the BUYER. From that action if not objected by the BUYER within 3 hours, the clauses of the contract are valid.

Art. 3. Any amendments to the contract shall be made by common accord and in writing.

PAYMENT OF THE PRICE

Art. 4. Payment of the price will be made:

1 / advance deposit (called "deposit payment") in the amount of 30-100% of the total price for the order (accordingly to the deal), - the total price namely – in euros (written in words). If the order is more than 3 FLC containers , can be reduced but not less than 30% of the value of the proforma invoice.

If the buyer pays 100% of the price as advanced payment, then 100% of the payments shall be considered as a deposit payment and shall have the function and the rights the deposit and cannot be considered as a balance payment according to point 2 of article 1.

2/ The remaining payment (called "balance payment") - within 3 days of presentation of a copy of the bill of lading proving the loading of the goods,

as the goods will not be produced and booked for shipping before the BUYER has made the full advance payment (deposit) according to the agreement or the terms on the proforma invoice/ contract , pursuant to Article 4, item 1 of these General terms.

3/ If conflict between the prices of the invoice/proforma invoice or case of mistake, the most important is the price written in box "Unit price", secondly important is the total price written in words and then the total price written in numbers.

4/ If the contract/order is on ex works basis (without transport), the BUYER must pay the remaining from the invoice (called "balance payment") before loading the goods and within 3 days of confirmation from the SELLER, that the goods are ready for shipping. This is also relevant when the obligation to provide, arrange, book and pay the transport is transferred from the SELLER to the BUYER accordingly art.6 and 30.

5/ If the container has been collected by the authorities for scanning or any other customs or police procedures at the border, or at the port of loading, port of transshipment or port of delivery , the invoiced amount to the us will be invoiced to the buyer and the container will be released after payment of that invoice. If the buyer refuse to make the payment for the invoiced amount , the seller has the rights keep the payment and to cancel the contract without refunding the payment..

PASSING THE RISK

Art. 5. The term risk shall cover:

- accidental damage and/or actions of the persons with whom the party has negotiated /carrier/; law changing
- during transport covers damage from the carriage or other circumstances;
- delay in departure or arrival, lack of equipment, embargo, etc. circumstances for which no fault can be sought from the party if it has taken the care of a good trader;
- incorrect loading, deviation from the route;
- perishment, disability;
- non-authorisation.

Art. 6.

6.1. The risk passes when the contract is concluded after the goods are made in a warehouse of the seller.

After this moment, the BUYER is responsible for realizing the carrier's liability and assumes the other risks.

The FORCE MAJEURE terms of this General terms are considered as a risk, taken from the BUYER from the date of sending the proforma invoice/ contract for this order to the BUYER's email or as a message to his whatsapp number for the order.

6.2. If the SELLER does not find transport, the SELLER has the rights not to make the transport and to reduce the price of the invoice with the offered price for transport. In such case, the obligation to provide transport shall be transferred from the SELLER to the BUYER and the BUYER shall have the obligation to provide transport.

6.3. If the SELLER cannot send the goods to the premises of the warehouse – nominated to the buyer , the SELLER can ship the goods to port – near the nominated destination of the transport and reduce the value of the invoice with the normal in such cases price for land transport from the port to the nominated destination of the BUYER (only haulage), excluding other local charges like terminal handling charges and others – different from the price of the transport by truck from the port to the destination place (haulage).

6.4. In above cases the BUYER does not has the rights to cancel the contract. If he cancels the contract, applicable are the rules from 9-12 article.

6.5. The offered transport which can be called "door to door" or "CPT delivery", or "Delivery terms CPT as per incoterms 2010" to the warehouse of the BUYER includes transportation by sea container (20 feet, 40 feet or 40 feet High Cube) – transportation by land (haulage) to the port of loading, freight to the port of destination and haulage from port of destination to the place of destination. Excluded are the terminal handling charges, and other local charges in destination, , excluding the other local charges like terminal handling charges and others – different from the price of the transport by truck from the port to the destination place (haulage).

6.6. In case of transferred obligation to arrange , book and pay the transport from the SELLER to the BUYER accordingly above cases, the BUYER must send a transport unit to be loaded on the above address into 60 days from the date the SELLER has sent to the BUYER's email or Whatsapp number with the new proforma invoice on ex works basis (without transport, delivery term: ex works as per incoterms 2010.

6.7. The BUYER must have a contract for transport of the goods with a licensed transport company and after that the BUYER must send contacts of the driver or the transport company at least 7 days before the date of loading. If the 7 days are not met, the SELLER could not load the goods on the nominated date and this cannot be considered as SELLERS's default/ failure.

6.8. The BUYER has the obligation to lift the goods into 10 days from the date the SELLER has sent to the BUYER's email or a message Whatsapp number, the new proforma invoice on ex works basis as per incoterms, otherwise will have to pay demurrages/ penalty and storages charges to the SELLER as per the figure 1. In this case the SELLER must issue invoice for the demurrages/ penalty and storages charges and send it as a file to BUYER's email or as a message to the BUYER's whatsapp number.

6.9. If a transport unit has not been received for loading in the storage address of the SELLER accordingly to the above terms, into 60 days from the date the SELLER has sent to the BUYER's email or Whatsapp number the new proforma invoice on ex works basis as per incoterms, the contract is considered cancelled because of the default of the obligation of the BUYER to receive/ lift the goods and the SELLER can cancel the order/contract and keep the deposit paid for it. In this case relevant is art. 10.

PASSING OWNERSHIP

Art. 7. The ownership of the goods passes by payment of the price by the BUYER or by handing over with sending the bill of lading, or sending a "telex release" to the buyer or issuing "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading

TRANSMISSION

Art. 8 The delivery of the goods is completed after payment of the price by the BUYER or with sending the bill of lading, or sending a "telex release" to the buyer or issuing "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading.

TRANSMISSION OF DOCUMENTS

Art. 9 The SELLER must send the following documents after the payment of 100% of the value of the contract:

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- the bill of lading, or sending a "telex release" to the buyer or issuing "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading.
 - commercial invoice, together with a packing list for each container;
- Any other documents –like phytosanitary certificate, shipping certificate, quality control, certificate of origin, EUR1 certificate, fumigation, etc are subject to additional payment according to the offer.

Art. 10

10.1. The obligation of the BUYER to pay the remaining 50% from item 2 of Article 4 of the General terms arises with the presentation to the BUYER, a copy of the electronically supplied (File) a copy of bill of lading for the goods and this payment must be carried out within 3 days of its presentation.

10.2. If the Obligation of the BUYER to pay the remaining value of the invoice – acc to point 2 and 4 of Art. 4 of the General terms is not carried out within the term of Article 10 of the General terms, the SELLER has to unilaterally terminate the contract with a unilateral statement to WhatsApp or email. Also has the right not to send the goods or not to release the goods to the ownership of the BUYER. **10.3.** Also has the right to keep the deposit under Article 4, item 1 of this General terms and not to return it to the BUYER even for unjustified enrichment, nor to reduce to the amount of the SELLER's expenses under this contract. If the SELLER's expenses under this contract exceed the amount of the advanced deposit payment under article 4, item 1 of this General terms, the BUYER has an obligation to devalue them regardless of the PENALTY under this General terms.

10.4. The terms are sufficient. After making the order if THE BUYER cancel the contract or refuse to make the balance payment in time to the bank account from the invoice, as agreed in front, will lead to cancelling the contract without prior notice and keeping the deposit without refund. Any actions taken from the buyer to take his deposit back after order is made and deposited, will be considered as a one-sidedly cancelling of the contract with buyer's guilt. Such actions can be: legal actions to take back the deposit, claim to the bank to refund the bank transfer of any payment sent to the SELLER and other such actions.

Art. 11

11.1. If the SELLER does not send the bill of lading, or does not send a "telex release" to the buyer or does not issue a "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading., within 10 days after the second – balance payment is made after presentation of the bill of lading copy and the payment of the 100% full price is received in the SELLER's bank account, is delayed.

11.2. This is not relevant when the payment of the 100% of the value of the invoice is paid in front as advanced payment. In such case, when 100% of the value is made in front, the seller shall consider the payment as a deposit advanced payment, where applicable are the rules from article 10.

11.3. The SELLER has the right not to send the documents if the payment is not received in his bank account, or if it received but the BUYER has unpaid duties for taxes, customs duties, demurrages / storages and other charges to the transport company or other duties to any government in connection of the delivery.

11.4. The SELLER has the rights not to send the documents even if 100% of the payment is received in his bank account, but there are evidences that the importing or transshipment's county authorities will to allow the goods to enter in the country of the BUYER or any other country different from Bulgaria.

11.5. The SELLER has the rights even after he has released the goods to the ownership of the BUYER after they were paid fully, to order the container to be sent back to Bulgaria or to be exported/ transhipped to another address/port for

another client, if there are evidences that the importing or transshipment's county authorities will to allow the goods to enter, or they have rejected entry in the country of the BUYER or any other country different from Bulgaria.

AUTHORITIES

11.6. The SELLER has no obligation to meet the requirements of the BUYER's country's customs or other import authorities, including border police, forestry commission, agricultural ministry and others.

11.7. The SELLER has the obligation to meet the requirements of the exporting authorities in Bulgaria only. Once the container has been allowed to be exported out of Bulgaria by the Bulgarian authorities, the risk of any stoppages, confiscations, rejections of entry, wars, all risks in connection with the importing authorities of any country different from Bulgaria, is for the BUYER! The SELLER is not responsible for any risks in connection with any authorities out of Bulgaria.

11.8. In such situation, the SELLER has the right not to release the goods to the BUYER and take them back or sell to another client. In such case the BUYER shall pay to the SELLER penalties – 100% of the value of the proforma invoice regardless of the handover of the goods, regardless and separately the not refunding the deposit according to article 4, item 1, regardless and separately from the payment from article 4, item 2 and regardless and separately from the benefits sought in court.

Art. 12 The risk for receiving of the the documents and their condition is for the seller until they are entered into an international courier office with an order from the SELLER to be delivered to an address specified by the BUYER. From receiving the documents in an office of and international courier, the risk is for the BUYER. Expences for sending of the documents are on the account of the BUYER.

MESSAGES

Art. 13

13.1. All messages and notifications between the parties will be made by written form on whatsapp of the SELLER - +359878999692 and WhatsApp of the BUYER or email of the SELLER to an email of the BUYER, where the conversation arised and completed with sending the BUYER's identifications and sending a proforma invoice from the SELLER to the BUYER.

13.2. All of messages of the BUYER sent this way are considered as a contract and unilateral legal statement with BUYER's signature and stamp under them.

Art. 14 The message is valid if it is sent.

The delay or error in the transmission of the communication or its failure to arrive shall not deprive the party who made it, in accordance with the above rules, of the right to invoke the communication, provided that such delay or no-show is not due to its culpable conduct.

Art. 15 The cancellation or termination statement from the BUYER to the SELLER where such a possibility is envisaged is valid with sending it, if receiving it is not objected by the SELLER.

If it is objected by the SELLER the the statement of cancellation or termination of the contract from the BUYER to the SELLER, where such a possibility is envisaged, is made valid if it is delivered to the physical address of the SELLER under that contract and must be proven according to the Bulgarian Civil Processual Law.

Art. 16 The risk of delay in receiving the notification of cancellation after it has been sent shall be borne by the consignee, provided that the consignor has done his u best under the circumstances to send the notification in a rapid and secure manner.

Sending by registered fast mail or courier accompanied by telegraph/telex confirmation of the sent is considered a quick and secure manner.

OBLIGATIONS OF THE BUYER

Art. 17 The BUYER is obliged to pay the price of the goods according to Article 4 of this General terms and to accept its delivery in accordance with the requirement of the contract.

Art. 18 Payment of the price will be made by bank transfer to the SELLER's account written on the proforma invoice / invoice/ contract.

Art. 19 The buyer's obligation to accept the goods consists of taking all reasonably possible actions in order to enable the SELLER to deliver and to lift the goods.

Art. 20 If the delivery was made prematurely, the BUYER may refuse acceptance, provided that he is not himself in breach of his contract obligation.

Art. 21 Notwithstanding the exercise of the right to refuse acceptance of the goods, the BUYER is obliged to pay the full price from the contract according to Article 4. He is also obligated to enter into possession of the goods.

Art. 22 . If the BUYER has already received the bill of lading, or has been sent a "telex release" to the buyer or has been issued a "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading, whether or not it is delivered in, before or after the agreed time or period, whatever the delay is, if he does not do so, he is responsible for the loss or damage of the goods.

Art. 23 . The BUYER is obliged to check the goods within 3 days of sending from the SELLER to the BUYER the bill of lading, or has been sent a "telex release" to the buyer or has been issued a "SEA WAYBILL" upon issuance of which the buyer can release the goods from freight without presenting original bill of lading, send his official objections to the accordance with Article 15 of the General terms and sending it in accordance with article 13 is not valid.

Art. 24 The time limit for notification for non-compliance or discrepancies is final and cannot be continued even for FORCE MAJEURE.

Art. 25 The notification of non-compliance or discrepancies must also indicate the nature of the non-compliance.

The defect is established by a statement of fact of an independent control organization, selection of which shall be agreed by the BUYER and the SELLER by consensus in the country of the SELLER.

OBLIGATIONS OF THE SELLER

Art. 26 . The SELLER must deliver goods corresponding in quantity, quality and description to the invoice provided for in Pro forma invoice - which forms an integral part of this General terms.

Art. 27 The goods may be reviewed by the BUYER only before they were loaded for transport. If this is not done, the BUYER loses the rights to refuse the goods because of shortcomings or specification, species or quality issues.

Art. 28 The SELLER has no obligation to conclude a contract for insurance of the goods.

Art. 29 The conditions of supply as per incoterms 2010, but the risks being transferred as agreed in that General terms and as the obligation to find, book the transport equal for the BUYER and for the SELLER despite otherwise agreed. If the SELLER has difficulties to find transport, it shall be done by the BUYER. The SELLER has to reduce the price with the real paid by the BUYER for the transport if in the value of the invoice are included these transport expences. If the payment by the BUYER for the transport is over the offered for the same

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transport in the proforma invoice, then the SELLER shall reduce with the offered for the same transport in the proforma invoice.

FORCE MAJEURE

Art. 30 .

30.1. The SELLER shall be relieved of his obligation to comply within the time limit if the impossibility is due to an obstacle beyond its control, including Weather conditions, business specifics, transport delays, transport booking delays, lack of transport, deficits of the market, disbalance of the containers, season pick, etc.

30.2. In case of inflation on the market that is over 5 % for the last month or over 50% for the last year:

30.3. In this case, the SELLER can change onesidely the price if the BUYER has ordered the goods and they are made into his specifications on SELLER's expenses and they are ready in the warehouse of the SELLER and has evidences for inflation on the market, inflation of the raw/package material, that is over 5% for the last month .

30.3. The SELLER has the rights to change onesidely the price of the goods and the transport, considered separately ,when he has evidences that the price of the goods and the transport is more than the value of the goods and the transport considered separately in the invoice/proforma invoice.

In case of inflation on the market, if order is made and deposited or paid 100% advanced, the SELLER can change onesidely the price of the goods.

30.4. In this case the SELLER must send the new prices to the email or whatsapp number of the BUYER a new proforma invoice or send a final invoice with the new prices.

30.4.1. If the BUYER does not object the new prices immediately (into 1 day), the new prices are considered as confirmed by the BUYER for the contract that has already been signed/ proforma invoice that has already been deposited or paid 100% advanced/the deal has been done/ the deposited order has been confirmed, dispatched or accepted by the BUYER.

30.4.2. If the BUYER objects the new price, the contract is considered cancelled and is relevant art.39.2.

30.5. In such case, if the BUYER does not object the new unit price, it is considered that he accepts the change of the price and the new price for the ongoing order and must pay the new price accordingly to the quantity from the order.

30.6. In such case the BUYER must pay the new price for the transport when he makes the final payment before he gets the bill of lading/Sea Waybill. In this case the SELLER must issue a new proforma invoice with the new prices for the ongoing order of the BUYER.

30.7. In case of inflation of the the transport price offered by the SELLER for ongoing order (contract that has already been signed/ proforma invoice that has already been deposited or paid 100% advanced/the deal has been done/ the deposited order has been confirmed, dispatched or accepted by the BUYER) , the SELLER has the right no refuse to make the transport and change onesidely the ongoing order and the contract/proforma invoice to ex works price (without transport franko the warehouse of the SELLER).

30.8. In such case, the BUYER has the obligation to provide and pay the transport . The SELLER has the obligation to reduce the price from the ongoing order with the offered transport costs according to it.

30.9. In case of inflation of the the transport price offered by the SELLER for ongoing order, the SELLER has also the rights onesidely to change the price for the transport for the ongoing order and send a new proforma invoice with the new transport price in it.

30.10. In such case, if the BUYER does not object the new transport price, it is considered that he accepts the change of the transport price and the new price for the ongoing order and must pay the new price for the transport when he makes the final payment before he gets the bill of lading/Sea Waybill.

If the buyer objects the new transport price, SELLER has the rights to exclude the price for the transport from the ongoing order , to send a new proforma invoice/contract on ex works basis as per incoterms 2010. In this cases are relevant art.30.18-30.21.

30.11. While the whole 2021-2022 years the BUYER understands that is FORCE MAJEURE situation with the inflation of the wood products and the price can be changed to reach the normal price for such goods of the market supplied.

30.12. Ongoing order in the terms of these General terms means : contract that has already been signed OR proforma invoice that has already been deposited or paid 100% advanced OR the deal has been done OR the deposited order has been confirmed, dispatched or accepted by the BUYER.

30.13. In case of transport delays, transport booking delays, lack of transport, disbalance of the containers:

30.14. The BUYER understands that the prices of the transport are subject of amendment without prior notice even included in the price of the Ongoing order (contract that has already been signed OR proforma invoice that has already been deposited or paid 100% advanced OR the deal has been done OR the deposited order has been confirmed, dispatched or accepted by the BUYER.).

30.15. While the whole 2021-2022 years the BUYER understands that is FORCE MAJEURE situation worldwide with the transport of the goods.

30.16. In this case, the SELLER has the rights:

- Exclude the price for the transport from the ongoing order , to send a new proforma invoice/contract on ex works basis as per incoterms 2010.
- Can change onesidely the price for the transport accordingly. In this case the SELLER must send the new prices to the email or whatsapp number of the BUYER or send a final invoice with the new prices. If the BUYER does not object the new prices immediately (into 1 day), the new prices are considered as confirmed by the BUYER for the Ongoing order (contract that has already been signed/ proforma invoice that has already been deposited or paid 100% advanced/the deal has been done/ the deposited order has been confirmed, dispatched or accepted by the BUYER. If the BUYER objects the new transport price, the SELLER must exclude the price for the transport from the ongoing order , to send a new proforma invoice/contract on ex works basis as per incoterms 2010.

30.17. In case the SELLER has excluded the price for the transport from the ongoing order in the cases above, or the BUYER has objected the new transport price for the Ongoing order and the SELLER has sent a new proforma invoice/contract on ex works basis as per incoterms 2010. In such case, the BUYER has the obligation to provide, arrange, book and pay the transport. And the buyer must send a transport unit to be loaded with the ordered goods in the storage of the SELLER with address: city: Burgas, ZIP 8011, country: Bulgaria, Kumlushka nizina street, next to Altest(AЛТЕСТ) and in the yard of Andral (АНДРАЛ). Also can be found on google maps with tag: Склад за ДЪБОВ дървен материал и дърва за огрев Бургас Транслогистикс ЕООД", with link: [https://www.google.com/maps/dir/42.5298024,27.4620942/Склад+за+ДЪБОВ+дървен+материал+и+дърва+за+огрев+Бургас+Транслогистикс+ЕООД,+ул.+„Комлущка+низна",+8011+Южна+промишлена+зона,+Бургас/@42.4993264,27.4124764,13z/](https://www.google.com/maps/dir/42.5298024,27.4620942/Склад+за+ДЪБОВ+дървен+материал+и+дърва+за+огрев+Бургас+Транслогистикс+ЕООД,+ул.+„Комлущка+низна)

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30.18. In case of transferred obligation to arrange , book and pay the transport from the SELLER to the BUYER accordingly above cases, the BUYER must send a transport unit to be loaded on the above address into 60 days from the date the SELLER has sent to the BUYER's email or Whatsapp number with the new proforma invoice on ex works basis (without transport, delivery term: ex works as per incoterms 2010.

30.19. The BUYER must has a contract for transport of the goods with a licensed transport company and after that the BUYER must send contacts of the driver or the transport company at least 7 days before the date of loading. If the 7 days are not met, the SELLER could not load the goods on the nominated date and this cannot be considered as SELLERS's default/ failure.

30.20. The BUYER has the obligation to lift the goods into 10 days from the date the SELLER has sent to the BUYER's email or a message Whatsapp number, the new proforma invoice on ex works basis as per incoterms, otherwise will have to pay demurrages/ penalty and storages charges to the SELLER as per the figure 1. In this case the SELLER must issue invoice for the demurrages/ penalty and storages charges and send it as a file to BUYER's email or as a message to the BUYER's whatsapp number.

30.21. If a transport unit has not been received for loading in the storage address of the SELLER accordingly to the above terms, into 60 days from the date the SELLER has sent to the BUYER's email or Whatsapp number the new proforma invoice on ex works basis as per incoterms, the contract is considered cancelled because of the default of the obligation of the BUYER to receive/ lift the goods and the SELLER can cancel the order/contract and keep the deposit paid for it. In this case relevant is art. 4 and 10.

30.22. The BUYER is acquainted That the Ministry of Agriculture of Bulgaria temporarily banned the exportation outside the European Union countries - firewood and wood products from 18.08.2022 – 18.11.2022 and all orders made in this time, or the orders which were not loaded before 18.08.2022. will be delivered and produced after the ban is over and the exportation of wood is not forbidden. The order / commandment was №ПД49-294/18.08.2022. amended with another order №ПД49-295/19.08.2022. The orders are written: "I prohibit/forbid the exportation of the unprocessed wood material – goods with HS codes: 4401 11; 4401 12; 4403 11; 4403 12; 4403 21; 4403 22; 4403 23; 4403 24; 4403 25; 4403 26; 4403 91; 4403 93; 4403 94; 4403 95; 4403 96; 4403 97; 4403 99"

The orders can be written in Bulgarian language by this links:

<http://www.iag.bg/data/news/17595/zapoved295.pdf>
<http://www.iag.bg/data/news/17593/zapoved294.pdf>

30.23. In case there is a ban or the goods ordered were forbidden to be exported from the SELLER before or after the order was made, never the less even the orders were with included transportation to the buyer's warehouse or nearest port on CIF, CFR, CPT, DAP basis as per incoterms 2010. In such cases the SELLER is not responsible for any delays due to the ban. In such cases the SELLER shall not have to inform expressly the BUYER for the ban. The SELLER shall include the information for the ban in these General terms. In such cases the SELLER shall not cancel the contracts and refund the deposits made for the orders because of the delay during the ban. If the BUYER cancel the contract in this time or refuse to make any of his obligations according to the terms of the contract/proforma invoice, then all the terms of these General terms about the cancelling the contract during forsmajeur situation will be relevant.

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In case the BUYER has paid a deposit or has paid 100% of the price, The SELLER has the rights to keep such part of the payment as per figure 2.

Art. 40. If the BUYER is in failure of his obligation on art.6 and art. 30, to lift the goods into 10 days from the date the SELLER has sent to the BUYER's email or a message Whatsapp number, the new proforma invoice on ex works basis as per incoterms, the BUYER must pay demurrages/ penalty and storages charges to the SELLER as per the figure 1. In this case the SELLER must issue invoice for the demurrages/ penalty and storages charges and send it as a file to BUYER's email or as a message to the BUYER's whatsapp number.

In such case the SELLER must include the penalties and storages, and any penalty accordingly this General terms, in the final invoice and has the right not to deliver the goods until the invoice is paid fully (goods, penalties and transport if included,etc.).

Art. 41. The amount of the PENALTIES cannot be altered by any court procedures.

COMPENSATION

Art. 42. The right to seek compensation can be exercised only before the Bulgarian Court, in accordance with the Bulgarian legislation.

Art. 43. In cases where a penalty is provided for failure to fulfil an obligation, compensation may be sought not only for damages exceeding its amount, but for all damages, irrespective of the penalty.

Art. 44. The party relying on non-performance of the General terms must take all reasonable measures to reduce the damage.

GENERAL CLAUSES

Art. 45. This Treaty shall enter into force on the date it is posted on the web site of the SELLER : www.firewoodbulgaria.wordpress.com.

Art. 46. In all cases not settled by the parties to this Treaty, Bulgarian substantive law applies, excluding its rules of international law.

Art. 47. Any amendment of the General terms has the force for any cases that are ongoing.

They only or shall be posted on shall www.firewoodbulgaria.wordpress.com or shall be presented to the BUYER in email as a message under the email : "Every contract and every order are relevant to our General terms" and/or has to be changed in the profile in Whatsapp "Every contract and every order are relevant to our General terms on : www.firewoodbulgaria.wordpress.com", and they are into force for the BUYER is he does not object them immediately after they were posted on www.firewoodbulgaria.wordpress.com.

Art. 48. The invalidity of this Treaty also does not invalidate the arbitration clause therein.

Art. 49. Any dispute or claim relating to the performance or interpretation of this Treaty or its infringement shall be settled by the parties in a friendly manner. If no agreement is reached, the dispute will concern the resolution of:

Bulgarian Court under the Bulgarian law

Art. 50. These General terms are published on

www.firewoodbulgaria.wordpress.com

These **General terms are valid for every order made to Burgas TRANSLOGISTICS Ltd. Or/And FIREWOOD BEECH ASH OAK Ltd. And are considered accepted by any BUYER making business with to Burgas TRANSLOGISTICS Ltd. Or/And FIREWOOD BEECH ASH OAK Ltd.**

Every contract and every order are relevant to the above [General terms](#) on

firewoodbulgaria.wordpress.com

Bourgas, 8000, EU-Bulgaria.

Whatsapp, Viber and mobile:

+359878999692

email: Warehousefirewoodexport@gmail.com ;

web: www.firewoodbulgaria.wordpress.com

facebook: www.facebook.com/firewood.beech.ash.oak.kiln.dried

Linkedin: <https://www.linkedin.com/in/firewood-beech-ash-oak-limited-a435623a/>

Instagram: https://www.instagram.com/firewood_beech_ash_oak_limited/

Twitter: https://twitter.com/Firewood_BG

YouTube Channel:

https://www.youtube.com/channel/UCtI0_14wZxGfA6GPX66_j_Q

SKYPE : burgas_les_trading

Figure 1:

STORAGE CHARGES					
Order type	period	1-10 days	10-30 days	30-60 days	From 60 days ON
Order on pallet boxes or palletized goods		Free	10 EUR/ day/container	20 EUR/ day/container	30 EUR/ day/container
Bagged goods		Free	8 EUR/ day/container	16 EUR/ day/container	25 EUR/ day/container
Loose goods cut and split for the BUYER		Free	5 EUR/ day/container	12 EUR/ day/container	20 EUR/ day/container
DEMURRAGES/PENALTIES					
Order type	period	1-15 days	15-30 days	30-60 days	From 60 days ON
Order on pallet boxes or palletized goods		Free	5 EUR/ day/container	15 EUR/ day/container	20 EUR/ day/container
Bagged goods		Free	5 EUR/ day/container	15 EUR/ day/container	20 EUR/ day/container
Loose goods cut and split for the BUYER		Free	5 EUR/ day/container	15 EUR/ day/container	20 EUR/ day/container

Figure 2:

Order type	
Pallet boxes or palletized goods	1800 EUR per FCL container
Bagged and palletized goods	2000 EUR per FCL container
Bagged and palletized goods with the logo of the BUYER	2800 EUR per FCL container
Bagged goods	1500 EUR per FCL container

Art. 31 By the SELLER, due to the occurrence of force majeure or the circumstances of Art. 30 no compensation may be claimed for the non-compliance.

Art. 32 In the event of force majeure and in so far as it has an impact on time limits under the contract, the relevant time limits shall be extended by the time during which force majeure has taken place or the circumstances of Art. 30 of the General terms.

EFFECT OF THE TERMINATION OF THE CONTRACT

Art. 33 Upon termination or cancellation of the contract, the parties are released from their obligations under it, except for the due compensation and are due separately and independently of the compensation and penalty

Art. 34 In case of termination or cancellation of the contract by the BUYER, the SELLER has the right to retain and not to refund the deposit from Art. 4, item 1 and art. 10 of these General terms.

Art.35. If the Obligation of the BUYER to pay the remaining 70% of item 2 of Art. 4 of the contract is not carried out within the term of Article 10 of the contract, the SELLER has to unilaterally terminate the contract with a unilateral statement to WhatsApp or email. Also has the right not to send the goods or not to release the goods to the ownership of the BUYER .

Art. 36 Also has the right to keep the deposit under Article 4, item 1 of this contract and not to return it to the BUYER even for unjustified enrichment, nor to reduce to the amount of the SELLER's expenses under this contract. If the SELLER's expenses under this contract exceed the amount of the advanced deposit payment under article 4, item 1 of this contract, the BUYER has an obligation to devalue them regardless of the PENALTY under this contract.

Art. 37. The terms are sufficient. After making the order if THE BUYER cancel the contract or refuse to make the balance payment in time to the bank account from the invoice, as agreed in front, will lead to cancelling the contract without prior notice and keeping the deposit without refund. Any actions taken from the buyer to take his deposit back after order is made and deposited, will be considered as a one-sidedly cancelling of the contract with buyer's guilt. Such actions can be: legal actions to take back the deposit, claim to the bank to end them back the transfer of any payment sent to the SELLER and other such actions.

PENALTIES

Art. 38.

Upon termination or cancellation of the contract, the BUYER owes the SELLER a penalty in the amount of the payment under Art. 4, item 2 of the Agreement, regardless of the handover of the goods, regardless and separately the not refunding the depist according to article 4, item 1 and regardless and separately from the benefits sought in court.

Art. 39.

39.1. The SELLER has the right even if 100% of the payment is received in his bank account, but there are evidences that the importing or transshipment's county authorities will to allow the goods to enter in the country of the BUYER. In such case the BUYER shall pay to the SELLER panalties – 100% of the value of the proforma invoice/contract, regardless of the handover of the goods, regardless and separately the not refunding the depist according to article 4, item 1 and regardless and separately from the benefits sought in court.

39.2. In case of art. 30.4.2. and the BUYER objects the new price in the time limited in art. 30.4.1.,, the contract is considered cancelled and the BUYER agree to pay and must pay the penalties as per figure 2.

General terms

Of FIREWOOD BEECH ASH OAK Ltd. And /Or BURGAS TRANSLOGISTICS Ltd.

Bagged with the logo of the BUYER	2300 EUR per FCL container
Loose goods cut and split for the BUYER	1000 EUR per FCL container
Nonstandard dimensions or structure of the pallet boxes	50% of the total price of the proforma invoice/contract on ex works basis (without transport)

Burgas TRANSLOGISTICS Ltd. And FIREWOOD BEECH ASH OAK Ltd.