

Contract for Sale and Delivery of Goods in Bulgaria

Today, on this day, by and between:

1. **ZIZITO BG EOOD**, registered with UIC 205656590, with registered office and address of management in Sofia 1303, bul. "Stefan Stambolov" 1, hereinafter referred to as the **"Seller"**, represented by Mladen Vladimirov, in his capacity of manager, on the one hand, and

..... registered with UIC, with registered office and address of management in, hereinafter referred to as **"the Buyer"**, represented by in his/her capacity of, on the other part, hereinafter referred to collectively as **the "Parties"** and separately as **the "Party"**.

The parties have concluded the following contract for the sale and delivery of goods in Bulgaria (**the "Contract"**):

I. SUBJECT OF THE CONTRACT

Art. 1. The Seller undertakes to sell and deliver, and the Buyer undertakes to purchase and accept under the terms of this contract and the Zizito BG EOOD General Terms and Conditions for sale and delivery of goods in Bulgaria (**the "General Terms"**) goods of type, brand, price and quantity, described in detail in the Buyer's orders, accepted for execution by the Seller (**the "Goods"**).

Art. 2. All Buyer's orders accepted for execution by the Seller, are an integral part of the Contract.

II. PRICES

Art.3. The Buyer enjoys an agreed discount from the basic prices set by Zizito BG EOOD, amounting to 34%.

Art. 4. The price of the delivered goods has to be paid to the bank account of the Seller in full within 3 days from the date of delivery.

III. TERM OF YTHE CONTRACT

Art. 5. The contract is initially concluded for a period of one (1) year, starting from the date of its signing.

Art. 6. Provided that the Buyer has fulfilled its obligations under the contract, the Contract will continue to be in force (**"Renewal of the Term"**). The renewal of the term of the contract is to be settled in accordance with the General Terms and Conditions.

IV. RIGHTS AND OBLIGATIONS OF THE BUYER

Art. 7. The Buyer has the right:

- a) to receive goods corresponding to its confirmed by the Seller orders;
- b) to receive the goods through a delivery at the expense of the Seller for orders over BGN 200, VAT incl.;
- c) to receive assistance and information by the Seller.

Art. 8. The Buyer undertakes:

- a) to pay the prices of the ordered goods within the agreed term;
- b) to accept/receive the purchased goods in the manner specified in the Contract and the General Terms and Conditions;
- c) when reselling the Goods, if possible to comply with the marketing, advertising and commercial policy of the Seller.

V. RIGHTS AND OBLIGATIONS OF THE SELLER

Art. 9. The Seller has the right to receive the price of the ordered goods by the chosen method of payment.

Art. 10. The Seller undertakes:

- a) to sell the Goods to the Buyer in accordance with his orders;
- b) to provide warranty and service of the Goods during the warranty period.

VI. TERMINATION OF THE CONTRACT

Art. 11. This Agreement is to be terminated:

- a) by mutual consent of the Parties;
- b) unilaterally by each of the Parties with a written advance notice of 30 (thirty) days;
- c) unilaterally by each of the Parties without advance notice in the cases provided for in the General Conditions;

VII. FINAL PROVISIONS

Чл. 12. Any claims regarding the quality or quantity of delivered goods or their packaging are to be made by the Buyer within 3 (three) working days from the date of the delivery and they have to be stated in the goods' acceptance protocol or in another equivalent documents.

Art. 13. All communications between the parties related to this contract shall be made in writing. The written form is

considered complied with messages by e-mail to the addresses below.

Art. 14. Notifications, notices and payments will be sent/made to the following addresses, numbers and bank accounts:

For the Seller Communication address: Sofia city 1303, bul. "Stefan Stambolov" 1 Telephon: +359 878 30 20 73 e-mail: office@zizito.com Bank: Eurobank Bulgaria PLC BIC: BPBIBGSF IBAN: BG 54 BPBI 7940 1088 0906 01 Beneficiary: „ZIZITO BG“ Ltd. VAT number: BG 205656590	For the Buer: Communication address: [Company Address] Telephon: ... e-mail: ... Bank: ... BIC: ... IBAN: ... Beneficiary: [Company] VAT number: BG [Subject]
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Art. 15. If either Party changes the above details without notifying the other Party, the latter shall not be liable for fail of receipt of notifications, payments, summons and the like.

Art. 16. All amendments and supplements to the Agreement shall be made only in writing.

Art. 17. The invalidity of any clause of the contract and the General Terms and Conditions does not lead to the invalidity of another clause or of the contract and the General Terms and Conditions as a whole.

Art. 18. The General Terms, the orders, the Seller's invoices for the Buyer's payments and the documents for the deliveries of the Goods represent an integral part of this contract.

Art. 19. All unresolved disputes between the parties will be referred to the competent Bulgarian court.

This Agreement is drawn up and signed in two identical original copies - one for each of the Parties.

For and on behalf of
„ZIZITO BG“ EOOD:

[Manager]

For and on behalf of
.....:

[Manager]