GENERAL PURCHASING TERMS AND CONDITIONS

These General Purchasing Terms shall apply to all the Purchasing Contracts (hereinafter referred to as the Contracts), in connection with the supply from Providers with goods and services to the following companies registered in the Republic of Bulgaria: Metal Technology Group Angel Balevski Holding AD, Metal Technology Group AD, Alucom AD, Ossam AD and Centromet AD, jointly or severally (hereinafter referred as the BUYER/S).

Enquiry for the provision of an offer for the conclusion of a contract

1. The BUYER shall send to the PROVIDER in writing an inquiry for the conclusion of a contract for the purchase of certain goods and services, on the grounds of which inquiry the PROVIDER may present a binding offer signed by representatives of the PROVIDER duly authorized for the purpose.

2. The signing of the Contract with the BUYER shall assume acceptance of these General Conditions on the part of the PROVIDER.

3. All the deliveries performed by the PROVIDER shall be in full compliance with the Purchase contract and these General Conditions.

4. If the PROVIDER does not observe these arrangements, the BUYER shall preserve his right to reject the receipt of the goods delivered to him by the PROVIDER. The goods thus indicated shall be deemed not delivered. The BUYER shall not bear any responsibility for rejected or extra-delivered articles.

Terms and conditions of supply

5. The term of supply indicated in the relevant order in execution of the Contract shall be binding. Preliminary supplies as well as partial deliveries shall be possible with the explicit consent of the BUYER in writing for this purpose. The PROVIDER shall inform in writing in due time about circumstances that would obstruct the supply within the framework of the term fixed.

6. Unless explicitly stipulated otherwise in writing, the supply terms are (i) for goods supplied from Bulgaria – storehouse of the BUYER; (ii) for goods from import – DDP storehouse of the BUYER Incoterms 2020.

7. When the goods are ready for shipment, the PROVIDER shall notify the BUYER in writing about the total weight, the overall dimensions, and the number of consignments.

Delivery and assignment of the risk

8. The place of performance for all the supplies and/or associated services shall be the place of delivery agreed in Art. 6. The risk assignment shall comply with the supply terms as agreed in Art. 6 of these General Purchasing Terms.

Prices, invoices, and the manner of payment

9. All the prices agreed in the Contract signed between the Parties shall be fixed for the entire term of validity of the Contract. The prices include the fees and expenditures of the PROVIDER, arising in connection with fulfilling his obligations.

10. The prices shall be deemed exclusive of VAT.

11. Unless stipulated otherwise in the Contract, the BUYER shall pay the price of the delivered goodsthrough a bank transfer, within a term of 30 calendar days after the delivery and the receipt of a tax invoice.

Quality control and inspections

12. All the goods under the supply shall fully satisfy the requirements for quality as indicated in the Contract. For events in which the Parties do not indicate requirements, the PROVIDER shall deliver goods of a quality equal to that which the PROVIDER presents to its remaining clients, in conformity with common commercial practice.

13. The PROVIDER shall keep a register of the verifications for quality control, as well as provide the same at the

request of the BUYER.
14. The BUYER or its representatives shall be entitled, after coordination, to conduct the needed inspections and verification of the goods and/or the services in the premises of the PROVIDER and/or the premises of the Sub-Providers of the PROVIDER.

Marking, packing, and documents
15. Each article (except those in bulk) shall be marked by an Identification Label attached to it. The Identification Label shall contain at least the following data: a description of the article, including dimensions and weight; the name of the manufacturer; and an identification number that includes the order number.
16. All the palettes and consignments shall be packed and stored for transportation in a manner that shall exclude damaging or transportation defects during the commercial processing and shipment.
17. Each supply shall be accompanied by an invoice and a quality certificate. Packing sheets and other documents shall be issued in the event of need.
18. All the documents shall be duly marked with the number of the Contract and the identification number in conformity with the documents.

Transportation of hazardous goods and criminal responsibility for ecological damages
19. Before the acceptance of the relevant order for the supply, the PROVIDER shall inspect whether the goods and/or their components are classified as hazardous cargo for their country of origin, the country of supply, and/or the transit countries of the transportation (oxidizers, explosives, inflammable, toxic, radioactive, corrosion goods, as well as hazardous self-inflammable cargos). In these events, the PROVIDER shall promptly notify the BUYER about the documents legally required for shipment of similar goods, after due registration and signing.
20. Concerning the packing, identification, and declaration of hazardous goods, the PROVIDER shall observe the applicable national and international provisions.
21. The PROVIDER shall be responsible and shall indemnify the BUYER for all damage arising because of incorrect data at the provision of information, as well as in the event of failure to fulfill the applicable provisions for transportation processing (packaging, shipment, storage, and so on) of hazardous cargo.
22. The PROVIDER shall be responsible for any damage arising in connection with the services rendered by him for the events when there is a stated violation of the provisions for the preservation of the environment. Further, the PROVIDER shall indemnify the BUYER for damage at the first claim in writing lodged by third parties.

Guarantee and spare parts
23. All the supplied goods or services shall have a guarantee at least for a term of 12 months counted from the date of commencement of the use or the date of the installation, but not later than 18 months after the date of the delivery, depending on which of the two events shall occur earlier.
24. The PROVIDER shall guarantee that the goods thus supplied are completely new and do not have any defects in the materials, structure, and workmanship unless the Preliminary Contract stipulates otherwise.
25. If during the Guarantee Period, the BUYER establishes a defect, the PROVIDER shall, at his own risk and expense, eliminate it promptly, respectively to replace the defective raw materials, materials, parts, and components or supply new ones, if the repairs and the replacement are inapplicable. If the PROVIDER does not manage to do that within the framework of the mutually agreed terms, the BUYER shall be entitled to undertake all the needed actions for a similar repair and/or replacement supply, completely at the risk and costs of the PROVIDER. For any replaced raw materials, materials, parts, and components, the PROVIDER shall fix a new Guarantee Period as for new ones. In the event of a breakdown because of a defect, the Guarantee Period should be automatically extended by the time for the term of the idle time.
26. The PROVIDER shall guarantee that the supplied goods shall function normally and shall attain the results stipulated in the Contract concluded with the BUYER. In the event of defects, the BUYER shall be compensated in the amount stipulated in the Contract. In the event of systematic non-fulfillment of the warranty obligations on the part of the PROVIDER, the BUYER shall preserve the right at his discretion to terminate in full or partially the execution of the Contract at the expense of the PROVIDER.

Claims for default penalties per defects
27. The BUYER shall be entitled within a term of 6 months after the date of delivery to object and claim before the PROVIDER for unsupplied quantities and/or visible defects. For the events when the supplied goods are packaged, the term for raising objections and claims for not supplied quantities and visible defects shall coincide with the relevant Guarantee Period.

Sanctions

28. For the events of delay at a supply, the PROVIDER shall pay the BUYER a default penalty in the amount of 2% of the price of the delayed supply for each commenced week, but no more than 10% of the total price agreed in the Contract.

29. For the events of pre-term termination of the Contract caused by the fault of the PROVIDER, he shall owe a default penalty in the amount of 15% of the total price of the Contract. After the termination, the PROVIDER shall return all the amounts, samples, documents, and so on received up to the time of the termination within a 10-day period from the date of termination.

30. The BUYER shall be entitled to deduct the amount of the default penalty under the preceding item from payments due to the PROVIDER under other Contracts, with observation of the legal requirements.

Rights of intellectual property

31. The PROVIDER shall be responsible for and shall defend, secure, and protect the BUYER from and against any claims, damages, losses, expenditures, and others of the kind arising concerning claims from violation of patents, licenses, industrial marks, trademarks and others of the kind in connection with the performance of the supply/the service and the use of the same on the part of the BUYER. The obligation for security shall also refer to all the expenditures imposed or caused to the BUYER in connection with similar claims.

Environmental, Social Responsibility and Governance (ESG)

32. For each supply of goods and/or services, the PROVIDER is expected to have shown an attitude regarding the environment by minimizing the negative impact and to have considered the applicable local and national laws, rules, regulations, and statutes related to ESG.

33. The PROVIDER shall require everyone in the supply chain to report actions and measures related to environmental aspects and ESG commitments related to the use of energy from renewable sources, management of water resources and wastewater, reduction of waste from production activity, and striving for the development of a circular economy.

34. The PROVIDER shall commit to the issues related to climate change by defining measures to reduce the impact on the climate and measures to adapt to climate change. To measure the carbon footprint generated and take action to reduce it. Where possible in the supply chain, reduce the consumption of natural resources and improve efficiency in their use. To encourage its partners and sub-PROVIDERs to commit to actions and targets related to the reduction of greenhouse gas emissions, so that we can all contribute to climate neutrality. The PROVIDER should actively monitor and control the water usage and aim for continuous contamination reduction. Wastewater should also be identified, monitored, controlled, and treated. The PROVIDER should comply with all applicable environmental laws and regulations in place regarding managing waste and air emissions. We recommend implementing waste management programs such as recycling, reuse, and waste reduction through partnerships, innovation, and material choices. The PROVIDER must analyze the impact of its activities on biodiversity and ecosystem health.

35. The PROVIDER shall commit to and demand that all laws and regulations according to the Labor Code and internationally recognized human rights norms are observed throughout the supply chain.

36. The PROVIDER shall comply with and require that applicable occupational health and safety laws and regulations are applied throughout the supply chain and take action to reduce workplace risks related to accidents, injuries, and illnesses.

37. The PROVIDER shall ensure and require compliance with relevant laws, standards, and applicable practices related to transparency, honesty, integrity, and ethical conduct in business management throughout the supply chain. To have zero tolerance for practices related to bribery and other forms of corruption by any of its employees.

38. The PROVIDER shall comply with and demand compliance with policies related to ethical behavior, conflict of interest, and confidentiality of information throughout the supply chain.

Health and labor safety

39. Each delivery of goods and/or associated services shall conform to the legislation and provisions effective in Bulgaria, which regulate health and labor safety, as well as to the specific requirements stipulated in the Contract, as well as to any other requirements of effective legislative documents or standards concerning the health and labor safety. The PROVIDER shall defend, secure, and protect the BUYER from and against any claims, damages, losses, expenditures, and other kinds of claims arising from violation of this requirement.

Force majeure circumstances

40. The BUYER and the PROVIDER shall agree that in their commercial relationships an insurmountable force (force

majeure circumstances) shall be understood as a circumstance/an event of extraordinary nature, which arose after the conclusion of the Contract, respectively the confirmation of an order, which makes its execution impossible and could not have been anticipated as: fire, production breakdowns, military actions, natural disasters -storms, heavy rains, earthquakes, hails, floods, icing and other forces of nature as well as governmental bans, embargo, strikes, riots, civil unrest and other events of the kind. The BUYER and the PROVIDER shall agree that the absence of monetary funds and occurred regional or global economic crisis shall not constitute an insurmountable force within the meaning of these General Conditions. There shall not be a force majeure event if the relevant event occurred because of due care that was not taken.

41. For the event when the duration of the extraordinary circumstances exceeds 3 months, each of the Parties shall be entitled to terminate the Contract by sending a registered letter of notification for the purpose to the other Party. The Notification shall have a prompt effect. No compensation shall be due in this event.

Settlement of disputes

42. All the disputes and disagreements under these General Purchasing Terms shall be settled by the Arbitration Court at the Bulgarian Chamber of Commerce and Industry according to its rules. The language for the procedure shall be Bulgarian.

Applicable legislation

43. Unless agreed otherwise in writing in the Contract, all the legal relationships between the BUYER and the PROVIDER shall be regulated by the effective legislation of the Republic of Bulgaria.

Confidentiality of the information

44. The PROVIDER shall keep all the documents and information concerning the Contract in strict confidentiality. The PROVIDER shall be entitled to disclose the information described hereinabove to third parties exclusively with the explicit consent of the BUYER in writing for the purpose. The obligations for confidentiality shall remain valid also after the execution of the relevant Contracts.

Final provisions

45. The agreed in the Contract shall be determinant in the event of a conflict between the agreed in the Contract and the General Purchasing Terms.

46. If proceedings for insolvency are initiated concerning the PROVIDER, he shall promptly notify the BUYER about that.

47. If a certain provision of these General Purchasing Terms becomes invalid or inapplicable, the validity of all the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid one which shall have the initial meaning to the maximum degree.

July 2026