

I. GENERAL

1.1. General Terms and Conditions of Sale (GTS) of Asset Digital Ltd., VAT No BG206687941, registered address: 251 Okolovrasten pat Str., 1766 Sofia, Bulgaria, hereinafter referred to separately as the Seller, apply to the sale and delivery of goods by the Seller to the Buyer and performance of related services.

1.2. Any reference in these General Terms and Conditions of Sale, hereinafter referred to as GTS made to agreement, sale, sales agreement, shall also mean delivery, delivery agreement, and any reference made herein to the Seller or the Buyer shall also mean the Supplier and the Consignee.

1.3. Any other provisions contrary to these GTS or statutory regulations, including but not limited to the Buyer's terms and conditions of purchase, shall be binding upon the Seller subject to the Seller's written approval thereof, as per the Company's principles of representation. Any unquestioned delivery, service or sale of goods shall not be deemed the acceptance by the Seller of any other contrary provisions.

1.4. For the purposes of these Terms and Conditions the following meaning shall apply:

1.4.1. **The Seller/Supplier** shall mean Asset Digital Ltd., VAT No BG206687941, registered address: 251 Okolovrasten pat Str., 1766 Sofia, Bulgaria.

1.4.2. **The Buyer** shall mean the person, legal entity, firm or company to whom the Seller sells or provides in any way the Products.

1.4.3. **Products** shall mean all or any goods supplied by the Seller to the Buyer and described in writing in the purchase order approved by the Seller.

1.4.4. **Purchase order** shall mean all and any correspondence between the parties, notwithstanding its form and the means of correspondence (e-mail, WhatsApp, Skype or other form of instant messaging) which ensures the parties to keep a written record of previous messages, threads, and attachments. The Purchase orders shall not be binding upon the Seller as long as they have not been expressly confirmed by the Seller in written. Any reference made herein to agreement or Purchase order shall be understood also as an order expressly confirmed by the Seller.

1.4.5. **The Trade application form** shall mean a form provided by the Seller which shall be filled in by Buyer with its company data and information before the parties enter into agreement.

1.4.6. **The Price** of the products shall be the price agreed expressly by the parties via e-mail, WhatsApp or Skype. Except as otherwise stated and unless agreed at the time of approving the Purchase order, all prices quoted are on Incoterms 2010 – CIP - the place agreed by the parties. When the Seller has stated prices on online trading platforms, he reserves the right to update and amend the Prices from time to time without any further notice.

II. DELIVERY AND PAYMENT

2.1. Unless otherwise agreed by the parties, delivery of exported Products shall be on a CIP Incoterms 2010 basis. In case of discrepancy between CIP Incoterms 2010 conditions and the present GTS the present GTS shall prevail. The Products shall be delivered to the port of destination on or before the delivery date. Asset Digital Ltd shall arrange a contract of carriage and insurance for the Products from dispatch until delivery on the terms current in the trade for benefit of the Seller only when complete advance payment is received. The Products shall be at the risk of the Buyer as they are loaded on board. Asset Digital Ltd shall promptly send to the Buyer a clean shipped bill of lading, insurance policy and invoice in respect of the Products. The customer shall accept the documents tendered by Asset Digital Ltd if they correspond to the point of destination.

2.2. The Products shall remain the Sole and absolute property of Asset Digital Ltd as legal and beneficial owner until payment of Price has been fully made and such payment has been cleared. Until title has passed to the Buyer, the Buyer shall hold the products as fiduciary bailee for Asset Digital Ltd and shall be required to store them separately and keep them identifiable as the property of Asset Digital Ltd until such time as the Title of the Products passes to the Buyer (and provided that the products have not been re-sold) Asset Digital Ltd shall be entitled to require and order the Buyer to deliver the products back to Asset Digital Ltd and if the Buyer fails to do so, to enter upon the premises of the Buyer and repossess the Products.

- 2.3. Purchase orders placed to and accepted by Asset Digital Ltd cannot be cancelled or varied except with the consent of Asset Digital Ltd put in written in e-mail sent from the company's mailbox.
- 2.4. All payments to be made by the Buyer should be executed as urgent SWIFT payments with same day value. Buyer must provide TT copies (MT103) stamped and signed by the executing bank for any payment made by fax or email. Copies of Payment application forms will not be accepted as proof of payments. All bank fees shall be paid by the Buyer, as for the Asset Digital Ltd shall to receive the complete invoice amount.
- 2.5. Asset Digital Ltd requires full advance payments for all orders unless otherwise agreed expressly in written.
- 2.6. Asset Digital Ltd will not accept any kind of Purchase order until a Trade application form is filled in by the Buyer with all requested details and data.
- 2.7. **Asset Digital Ltd** reserves the right to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 1% above base rate stated by 'Bulgarian National Bank'. The current interest base rate is available on the website of the 'Bulgarian National Bank' www.bnb.bg, in section „Base Interest Rate and Indices “.
- 2.8. The risk for loss or damage to the products shall pass to the Buyer upon delivery of the products to a carrier for delivery to the Buyer unless otherwise agreed. Any Products returned to Asset Digital Ltd shall remain at the risk of the Buyer until delivered at the warehouse or any other premises of Asset Digital Ltd.

III. COMPLAINTS, LIABILITY FOR FAILURE TO PERFORM OR DULY PERFORM THE AGREEMENT

- 3.1. Upon receipt of the Products, the Buyer shall examine them and shall write in the bill of lading all notifications of any obvious defects and quantity. The Buyer must inspect Products at their cost, as Asset Digital Ltd will not entertain any returns or complaints once the stock has been accepted by the Buyer.
- 3.2. **Asset Digital Ltd** shall be held no liable for any loss occasioned and caused by delay in completing any contract or loss arising from delay in transit.
- 3.3. The Products warranty supplied by **Asset Digital Ltd** shall be covered under and only by the producer's warranty terms & conditions. Warranty terms are determined by the producer. The Buyer shall not be entitled to claim against **Asset Digital Ltd** regarding any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising for the Products. Buyer is to follow the Warranty conditions according of the Producer and **Asset Digital Ltd** shall not be liable.
- 3.4. **Asset Digital Ltd** shall not be held liable to the end customer for defects in the products caused by any act, neglect or default on the customer's part or on the part of any third party.
- 3.5. **Asset Digital Ltd** aggregate liability to the Buyer whether for negligence, breach of contract or misrepresentation or otherwise shall be limited to the cost of the defective or damaged or undelivered Products, determined by the net price invoiced to the customer on the relevant order and delivery.
- 3.6. The case of Force Majeure shall be considered as a situation, under which the fulfillment of the obligation by one of the parties is impossible as a result of the circumstances that none of the parties is responsible for, specifically for war, fire, flood, strike or refusal to execute the employee duties by the employees, orders, bans or other restrictions imposed by the state or local- government authorities, changes to the law preventing the fulfillment of the obligations or making their fulfillment related to the flagrantly high costs and other natural disasters.
- 3.7. **Asset Digital Ltd** shall inform the Buyer immediately, if as a result of a Force Majeure will not be able to guarantee the delivery of the goods by the agreed upon date. Should on event of Force Majeure occur, this Terms and Conditions shall be extended by the duration of such Force Majeure. Each part can cancel Order in the case of the occurrence of Force Majeure lasting longer than three months.
- 3.8. None of the parties shall be liable for the fulfillment of its obligations in relation to the other party under the circumstances of the occurrence of Force Majeure. If the Seller is unable to deliver the goods by the agreed date due to circumstances which the Seller could not have foreseen or prevented at the time of conclusion of the contract, the Seller shall inform the Buyer thereof. In such a case, the Seller shall not be liable

for failing to perform or duly perform the agreement. The parties shall agree on a new date of shipment, taking into account each other's capabilities and requirements, in a separate agreement.

IV. APPLICABLE LAW AND DISPUTES RESOLUTION

4.1. If the Buyer has a registered office on the territory of the Republic of Bulgaria, to all matters not provided for in the agreement and in these General Terms and Conditions of Sale, the provisions of the Bulgarian law shall apply, and any disputes arising out of the agreement shall be resolved by the common court of law having jurisdiction over the registered office of the Seller.

4.2. Where the Buyer has a registered office outside the territory of the Republic of Bulgaria, to all matters not provided for in the agreement and in these General Terms and Conditions of Sale, the Bulgarian law shall apply, with the exclusion of the United Nations Convention on Contracts for the International Purchase of Goods of 11 April 1980 (CISG), regardless of whether the Buyer has its registered office in a CISG contracting partner country or not. Any disputes related to the agreement shall be resolved by the Court of Arbitration at the Bulgarian Chamber of Commerce in Sofia, in accordance with the Rules of Procedure of the court. Each party is obliged to voluntarily and immediately execute the decision of the Court of Arbitration at the Bulgarian Chamber of Commerce in Sofia.

V. PROTECTION OF PERSONAL DATA

5.1. The Seller is the Controller of the personal data made available by the Buyer in connection with the conclusion and performance of the contract, e.g. contact persons and employees/co-workers. The Seller may be contacted at its address regarding the protection of personal data (e-mail sent to the company's mailbox).

5.2. Personal data may be processed by the Seller for the purpose of:

5.2.1. conclusion and performance of the contract – for the term of these contracts – the data processing is necessary to conclude the contracts;

5.2.2. maintaining contact with the Buyer – for the period necessary to respond to an inquiry or to take such actions – the basis for processing is to pursue the controller's justified interests or to take action at the request of the Buyer in order to conclude a contract, if any;

5.2.3. fulfilling the legal obligations of the Seller (e.g. tax, accounting obligations, or obligations regarding handling of a complaint) – for the duration of these obligations or for the period necessary to prove the fulfilment of these obligations by the entities authorised to control the Seller in this respect – the basis for processing is the legal obligation incumbent on the controller;

5.2.4. establishing, defending and pursuing claims – for the period after which the claims are time-barred (e.g. under any contracts) or for the duration of any proceedings – the basis for the processing is the legal obligation incumbent on the controller.

5.3. The scope of personal data processing includes the necessary and required information for the performance of the contract, in particular: name or business name; VAT Reg. No., personal number; address; e-mail address; contact telephone number.

5.4. Personal data may be shared with third parties only to the extent permitted by law, for the purpose and to the extent necessary for the proper performance of the contract. The Seller may entrust the processing of personal data of the Buyer to third parties for the purpose of performing activities related to the performance of the contract as well as for the purpose of asserting claims or protecting against claims. These entities may include in particular: couriers, external consulting companies (including legal, audit, tax, marketing and accounting companies); external IT specialists; entities supporting the Seller in handling correspondence; entities cooperating with the Seller as part of sales services; entities from the PCC Group that provide some of the above services to the Seller.

5.5. The Buyer may:



Asset Digital

- 5.5.1. access its personal data;
 - 5.5.2. demand that the processing of its personal data be restricted and the data be corrected;
 - 5.5.3. require that its personal data be deleted (e.g. where it has been unlawfully processed);
 - 5.5.4. transfer the personal data which the Buyer has provided to the controller and which is processed by automated means, and the processing is carried out on the basis of a consent or a contract, e.g. to another controller;
 - 5.5.5. object to the processing of personal data based on the prerequisite of necessity for purposes arising out of the legitimate interests pursued by the controller or a third party, including in particular processing for marketing purposes;
 - 5.5.6. lodge a complaint with the authority competent for the protection of personal data.
- 5.6. The Buyer's personal data may exceptionally be transferred to the Seller's partners processing it outside the European Economic Area (EEA), but only to the extent necessary for the provision of services by such partners to the Seller.
- 5.7. The security of the Buyer's personal data is ensured by the relevant security measures, including standard contractual clauses approved by the European Commission. The Buyer may receive a copy of the information on security measures used with respect to personal data being transferred to countries outside the EEA, in particular by contacting the Seller.

VI. FINAL PROVISIONS

- 6.1. After the conclusion of the contract, any and all prior negotiations and correspondence between the parties shall be null and void.
- 6.2. In case of any discrepancy between the content of the agreement and the content of these GTS, the provisions of the agreement shall prevail.
- 6.3. Any amendments or additions to the agreement must be made in writing in the form of an annex approved by both parties, unless otherwise specified in the agreement or GTS.
- 6.4. The Seller is entitled to set off mutual claims on the basis of a unilateral declaration of will even before the deadlines for payment of both parties' claims have expired.
- 6.5. Unless otherwise agreed by the parties herein, the agreement is drawn up in English, and only the English language version is binding upon the Parties as regards its interpretation, and the copies of the agreement drawn up in a foreign language serve only as its translation.