



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of these General Terms and Conditions:

"Client": any natural or legal person purchasing Products or Services from KOFRAGNA TECHNIKA.

"Products": all items manufactured, supplied, or delivered by KOFRAGNA TECHNIKA under the Contract.

"Order": the purchase order submitted by the Client and accepted by KOFRAGNA TECHNIKA, defining the products, price, delivery terms, and other applicable conditions.

"Contract": the agreement between the Parties, consisting of the Order, these General Terms and Conditions, and any agreed specific conditions.

"Specifications": the technical description or requirements of the Products agreed between the Parties or provided in writing.

"Client Requirements": any drawings, specifications, or written instructions provided by the Client. The supplier shall not be responsible for defects resulting from such requirements.

"Business Day": any day other than Saturday, Sunday, or official public holidays in Bulgaria.

"Retention of Title": ownership of the Products remains with the supplier until full payment has been received.

2. OBJECT AND SCOPE OF APPLICATION

2.1. These General Terms and Conditions shall apply to all offers, order confirmations, deliveries, and services provided by KOFRAGNA TECHNIKA, unless otherwise agreed in writing. Any terms of the customer that deviate from these conditions shall not apply unless explicitly accepted in writing. The latest version of the GTCs may be consulted at any time at: <https://www.kofragna-bg.com/images/GTC.pdf>

2.2. KOFRAGNA TECHNIKA reserves the right to update and/or modify the content of these GCS at any time, without prior notice, the applicable GCS being those available at all times on the website indicated in section 2.1 above.

3. ORDERS AND ACCEPTANCE

Orders shall become binding only upon written confirmation by KOFRAGNA TECHNIKA.

Any modifications or additional requirements must be agreed in writing and may result in adjustments to pricing and delivery terms.

4. PRICING

Prices are based on cost conditions at the time of quotation, including materials, labor, and external supply. Once an Order has been confirmed, prices shall remain fixed, unless the Parties agree otherwise or in cases of force majeure or significant changes beyond the supplier's control.

KOFRAGNA TECHNIKA shall be entitled to adjust prices in the event of significant changes in cost factors or order conditions.

KOFRAGNA TECHNIKA reserves the right to adjust prices for future orders or in the event of modifications to the Order.

5. PAYMENT TERMS

Payment terms shall be agreed between the Parties and stated in the relevant invoice, unless specified otherwise in written agreement.

Invoices are payable within the agreed payment terms.

The Client shall not be entitled to withhold, delay, or offset payments due to any claims, disputes, or alleged non-conformities. All such matters shall be handled separately in accordance with KOFRAGNA TECHNIKA's Non-Conformity Policy.

Any unauthorized deductions shall be considered as outstanding amounts.

In the event of late payment, KOFRAGNA TECHNIKA shall be entitled to charge default interest for the delayed amount at a rate of 10% per annum, calculated on a daily basis, as well as any costs incurred for debt recovery.

KOFRAGNA TECHNIKA shall be entitled to suspend deliveries or performance of any Order in the event of late payment or justified concerns regarding the Client's financial situation.

6. DELIVERY AND UNLOADING

6.1 Delivery terms shall be agreed between the Parties and based on the conditions known at the time of order confirmation.

KOFRAGNA TECHNIKA shall use reasonable efforts to meet agreed delivery terms. However, delivery times shall be considered indicative unless explicitly agreed as binding in writing.

KOFRAGNA TECHNIKA shall not be liable for delays caused by circumstances beyond its reasonable control. Unless otherwise expressly agreed, delays shall not entitle the Client to claim penalties, compensation, or indirect damages.

Partial deliveries shall be permitted.

6.2 Availability and Storage

When KOFRAGNA TECHNIKA informs the Client that the goods are ready for collection, the Client shall collect them from the Supplier's warehouse within five (5) Business Days.

If the Client fails to collect the goods within this period, KOFRAGNA TECHNIKA shall be entitled to:

- issue an invoice for the goods, and
- charge storage fees amounting to 0.1% of the value of the goods for each started day of delay;

6.3 Unloading and Acceptance

The Client shall be responsible for unloading the goods and shall ensure that appropriate equipment and means are available.

- Upon receipt, the Client shall verify the goods and confirm acceptance by signing the delivery documents (including delivery note and CMR, where applicable).
- All costs and responsibilities related to unloading, handling, and waste disposal of packaging shall be borne by the Client.
- Any damage occurring after transfer of risk, including during transport or unloading, shall be the responsibility of the Client.

6.4 Transport and Packaging Claims - Claims related to transport damage, packaging condition, or handling shall not be accepted where delivery is made under EXW terms.

7. TRANSFER OF RISK

Risk shall transfer to the Client upon delivery or dispatch, in accordance with the agreed Incoterms.

Unless otherwise agreed, delivery shall be EXW (Incoterms® latest version).

8. PRODUCT CONFORMITY

Products shall be deemed compliant if they meet the agreed Specifications and applicable industry standards.

Standard manufacturing characteristics, including but not limited to surface conditions, weld seams, or minor deviations within tolerances, shall not be considered defects.

9. PRODUCTS BASED ON CLIENT REQUIREMENTS

Where Products are manufactured based on the Client's drawings, specifications, material selection, or other requirements, KOFRAGNA TECHNIKA shall not be liable for:

- design-related issues;
- suitability for a specific application;
- consequences arising from the Client's technical choices;

The Client remains solely responsible for the adequacy and correctness of such requirements.

10. SUPPLIER CONTROL AND EXTERNAL MATERIALS

KOFRAGNA TECHNIKA shall apply standard industrial sourcing and quality control processes.

Unless explicitly agreed, KOFRAGNA TECHNIKA shall not be responsible for additional inspection, certification, or control beyond standard practice.

Any specific requirements must be agreed in advance and may result in adjustments to pricing.

11. INSPECTION AND ACCEPTANCE

The Client is entitled to inspect the Products upon receipt.

Any claims must be submitted in accordance with the supplier's Non-Conformity Policy.

Failure to notify within the specified time limits shall be considered acceptance of the goods.

12. NON-CONFORMITY AND CLAIMS

All claims related to product conformity shall be handled exclusively in accordance with the supplier's Non-Conformity Policy. No return of goods or corrective action shall take place without prior written approval from the supplier.

13. LIMITATION OF LIABILITY

The supplier's liability is strictly limited to repair, replacement, or credit of the non-conforming products.

Under no circumstances shall the supplier be liable for:

- loss of profit;
- project delays or penalties;
- inspection, sorting, or handling costs;
- rework performed without prior agreement;
- indirect or consequential damages;

14. NO WAIVER

Any failure or delay by KOFRAGNA TECHNIKA in enforcing any provision of these Terms shall not constitute a waiver of its rights.

15. WRITTEN FORM

Any amendments or deviations from these Terms shall be valid only if agreed in writing.

16. FORCE MAJEURE

KOFRAGNA TECHNIKA shall not be liable for failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to supply chain disruptions, material shortages, or external events.

17. GOVERNING LAW

These terms shall be governed by the laws of Bulgaria, unless otherwise agreed.

18. FINAL PROVISIONS

If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



NON-CONFORMITY POLICY

1. SCOPE

This policy defines the conditions under which claims related to non-conforming products or services are handled.

2. DEFINITION OF NON-CONFORMITY

A non-conformity is defined as a proven deviation from agreed technical specifications or confirmed order requirements.

3. NOTIFICATION OF CLAIMS

The customer must notify the supplier in writing:

- within 10 working days after delivery for visible defects
- within 10 working days after detection for hidden defects

All claims must include:

- description of the issue
- supporting evidence (photos, reports, etc.)
- reference to delivery documents

4. SUPPLIER'S RESPONSIBILITY

Upon validation of a non-conformity, the supplier may, at its discretion:

- repair the product, or
- replace the product, or
- issue a credit note for the affected part

5. LIMITATIONS OF LIABILITY

The supplier's liability is strictly limited to the value of the delivered non-conforming goods.

The supplier shall not be liable for:

- loss of profit;
- project delays or penalties;
- indirect or consequential damages;
- rework performed without prior agreement;
- additional inspection, handling, or site-related costs unless explicitly agreed in writing;

6. CLAIM PROCEDURE

- No return of goods without supplier's written approval
- No corrective actions to be undertaken without prior agreement
- The supplier reserves the right to inspect the goods on site or request their return

7. ACCEPTANCE OF POLICY

This policy applies to all deliveries unless otherwise explicitly agreed in writing by both parties.