

General Terms and Conditions

to the MANUFACTURING AGREEMENT of Universal-Poligraf OOD (UNIGRAPH)

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Correspondence address: ul. Tosho Katev 9, 5200 Pavlikeni, Bulgaria | team@unigraph.bg | www.unigraph.bg*

Art.1. Scope of Application

These General Terms and Conditions (hereinafter "GTC") apply to all Manufacturing Agreements and Service Agreements concluded by Universal-Poligraf OOD (hereinafter "UNIGRAPH"), TAX ID 814211809, VAT ID BG814211809, with registered address at ul. Druzhiba 30, 5220 Byala Cherkva, Bulgaria, and correspondence and production address at ul. Tosho Katev 9, 5200 Pavlikeni, Bulgaria.

Art.2. Definitions

UNIGRAPH - Universal-Poligraf OOD, the manufacturer and contractor under the Agreement.

Client - any legal or natural person placing an order for the manufacture of Products or the provision of Services.

Services - any additional services performed by UNIGRAPH upon the Client's request, including but not limited to: packing, labelling, batch coding, sorting and other finishing or logistics activities, this list not being exhaustive.

Agreement - a written or electronically confirmed contract between the parties.

Offer / Quotation - a written or electronic proposal specifying price, lead time, quantity and product specification.

Products - folding cartons, leaflets, self-adhesive labels/stickers, food packaging, pharmaceutical packaging and any other printed or packaging products manufactured by UNIGRAPH.

Incoterms - the latest edition of the International Commercial Terms published by the International Chamber of Commerce (ICC), applicable where delivery terms are specified.

Art.3. Application of the GTC

All quotations and Agreements issued by UNIGRAPH are subject to these GTC. Any purchasing conditions or unilateral terms of the Client shall apply only if expressly accepted and confirmed in writing by UNIGRAPH. In the event of conflict between the Client's terms and these GTC, these GTC shall prevail unless otherwise agreed in writing.

Art.4. Amendments

UNIGRAPH reserves the right to amend these GTC at any time. The current version is available at www.unigraph.bg and applies to all new Agreements from the date of publication.

Art.5. Quotation Validity and Formation of Agreement

Quotations issued by UNIGRAPH are valid for 30 (thirty) calendar days from the date of issue, unless a different validity period is expressly stated in the Quotation. After expiry of this period, UNIGRAPH is not bound by the quoted prices and conditions.

An Agreement is deemed concluded upon written or electronic acceptance of the Quotation (including by email) or upon receipt of an advance payment against a proforma invoice. The Agreement must specify: product specification, quantity, lead time and price.

Confirmation of a Sales Agreement or purchase order by email constitutes a binding order and carries the same legal effect as a written signature. Both parties shall retain electronic confirmations, which may serve as evidence in case of dispute. This provision is consistent with the Bulgarian Electronic Document and Electronic Trust Services Act (EDETSA) and Regulation (EU) No 910/2014 (eIDAS).

Art.6. Right of Refusal

UNIGRAPH may decline to conclude an Agreement if, between the issuance of the Quotation and its acceptance, unforeseen obstacles to performance have arisen, including but not limited to: raw material shortages, equipment failure, strikes, epidemics, export restrictions or force majeure events.

Art.7. Lead Time

The production lead time commences from the latest of the following dates:

1. The date of Agreement confirmation / signing;
2. The date of receipt of any advance payment (if applicable);
3. The date of Client's approval of artwork / design files;
4. The date of receipt of all materials required for production.

Art.8. Production Process and Quality

UNIGRAPH manufactures Products through a full production cycle including: pre-press, offset printing, varnishing (water-based, UV, barrier), die-cutting, folding and gluing, Braille embossing and packing. Product quality conforms to applicable industry standards and the requirements of EU Directive 94/62/EC on packaging and packaging waste.

Compliance with food contact regulations, including EU Regulation (EC) No 1935/2004 and any applicable national or European norms, is the sole responsibility of the Client. UNIGRAPH manufactures Products to the specifications provided by the Client and accepts no liability for their suitability for any specific end-use application, unless explicitly agreed in writing.

Art.9. Materials

UNIGRAPH uses materials (board, self-adhesive substrates, paper) that comply with applicable standards. For products with direct food contact, certified GC1-grade board or equivalent food-safe substrates are used in accordance with EU Regulation (EC) No 1935/2004. Barrier varnish may be offered as a sustainable alternative to lamination.

Art.10. Dimensional Tolerances

The following dimensional deviations are permissible:

1. Folding cartons: +/- 1-2 mm;
2. Leaflets / inserts: +/- 1 mm;
3. Self-adhesive labels / stickers: +/- 0.5-1 mm;
4. Crease / fold position: +/- 0.5 mm.

Art.11. Colour Deviations

UNIGRAPH makes every effort to reproduce approved colours accurately. The following deviations are permissible:

1. Delta-E up to 4 for CMYK process colours;
2. Greater deviations may occur when printing on non-white substrates, during Pantone-to-CMYK conversion, or in the absence of an approved colour proof.

Art.12. Print Registration

Permissible registration deviations:

1. +/- 0.2 mm for standard offset printing;
2. +/- 0.5 mm for complex multi-colour constructions or special substrates.

Art.13. Production Process Characteristics

The following are acceptable under normal production conditions:

1. Minor variations at folds and creases within technological tolerances;
2. Light marks from die-cutting, pressure or mechanical processing, not visible under normal use;
3. Variations in Braille embossing due to natural wear of embossing plates;
4. Minor sheen differences in varnished surfaces (UV, water-based, barrier) between separate production runs.

Art.14. Colour Proofs and Samples

Upon express request by the Client, a colour proof or physical sample shall be produced prior to the full production run. Client approval is a mandatory condition for proceeding with production. If the Client rejects the sample after it has been produced, all costs incurred shall be borne by the Client.

Art.15. Artwork Files, Design and Intellectual Property

The Client bears full responsibility for: the accuracy of supplied files, spelling and content, and the clearance of all necessary intellectual property rights and permissions. UNIGRAPH accepts no liability for errors in files approved by the Client, including typographical errors, incorrect data or intellectual property infringements.

Art.16. Technical Adjustments to Artwork

UNIGRAPH reserves the right to make minor technical adjustments to supplied files (e.g. trapping, die-cut marks, technical margins) necessary for production, without materially affecting the overall design. Material changes require prior written approval from the Client.

Art.17. Packaging and Delivery

Products are delivered in standard production packaging adequate to preserve quality during transport. Any additional requirements regarding packaging, labelling, palletisation or special transport conditions must be agreed in advance and specified in the Agreement.

Unless otherwise agreed, delivery terms are EXW (Ex Works) UNIGRAPH's production facility: ul. Tosho Katev 9, 5200 Pavlikeni, Bulgaria (Incoterms 2020). Risk of loss or damage to the Products passes to the Client at the moment the Products are made available for collection at the above address. The same address applies for the return of goods, shipments and documents to UNIGRAPH. International shipments may be arranged by UNIGRAPH upon request; applicable freight costs and Incoterms shall be stated in the Agreement.

Art.18. Dies, Plates and Production Tooling

All dies, printing plates and production tooling paid for or supplied by the Client are stored by UNIGRAPH for up to 24 months after completion of the Agreement. The Client may collect them during this period. After expiry of this period UNIGRAPH bears no responsibility for their availability or condition.

Art.19. Claims and Complaints

(1) Claims for defects must be submitted in writing within 14 calendar days of receipt of the Products. Claims shall be sent to email: team@unigraph.bg or by post to: ul. Tosho Katev 9, 5200 Pavlikeni, Bulgaria. Claims must be accompanied by photographs and samples of the defective items.

(2) UNIGRAPH may send an authorised representative to inspect the defects. The Client shall provide access to the Products and full cooperation.

(3) A claim shall be accepted where a minimum of 3% of the delivered Products are defective, as established by a statistical sample covering at least 1% of the delivered quantity.

(4) Upon acceptance of a claim, the Client undertakes to return unusable Products to UNIGRAPH's production address: ul. Tosho Katev 9, 5200 Pavlikeni, Bulgaria.

Art.20. Quantity Deviations

The quantity of Products delivered may deviate from the ordered quantity by up to +/- 10%. Unless otherwise specified in the Agreement, the Client accepts such deviations without additional claims. The invoice shall reflect the actual quantity delivered.

Art.21. Acceptance of Goods

Quantity complaints may only be raised at the moment of receipt of the Products and must be recorded on the delivery note or acceptance protocol. Complaints raised after delivery has been accepted without reservation shall not be considered.

Art.22. Intellectual Property Rights

The Client bears full responsibility for clearing all intellectual property rights relating to designs, images, text and trademarks incorporated in the Products. UNIGRAPH accepts no liability to third parties for intellectual property infringements attributable to the Client.

Art.23. Samples for Marketing Purposes

UNIGRAPH is entitled to retain small, non-commercial quantities of the produced items for subsequent use as samples at trade fairs, in catalogues and in marketing materials, unless the Client expressly objects in writing.

Art.24. Confidentiality

Both parties undertake to treat as confidential all information that comes to their knowledge in connection with the conclusion and performance of the Agreement, including quotations, prices, artwork, technical specifications and trade secrets. This obligation remains in force for 3 years after the Agreement has been concluded.

Where the Client is established in a jurisdiction subject to the EU General Data Protection Regulation (GDPR), both parties acknowledge their respective obligations under Regulation (EU) 2016/679 with respect to any personal data processed in connection with the Agreement.

Art.25. Payment Terms and Storage

Unless otherwise agreed, the Client shall pay and collect the finished Products from UNIGRAPH's warehouse within 15 calendar days of notification of completion of production. Failure to collect within this period constitutes a delay by the Client and storage charges shall accrue at UNIGRAPH's current tariff.

For international Clients, payment is due in EUR or BGN as specified in the Agreement. Bank transfer charges outside of Bulgaria are borne by the Client (SHA or OUR as agreed). UNIGRAPH issues invoices in accordance with Bulgarian VAT law and EU VAT Directive 2006/112/EC. Intra-EU supplies to VAT-registered Clients may be zero-rated, subject to the Client providing a valid EU VAT number and proof of dispatch to another EU Member State.

Art.26. Late Payment and Penalties

In the event of late performance by either party, the defaulting party shall owe the other party a penalty of 0.5% (zero point five percent) of the value of the unfulfilled obligation per day of delay, up to a maximum of 10% (ten percent) of the total Agreement value. Late payment interest may additionally accrue in accordance with EU Directive 2011/7/EU on combating late payment in commercial transactions, where applicable.

Art.27. Interdependence of Deadlines

If one party delays the performance of an obligation upon which the other party's obligation depends, the deadline for the other party's obligation shall be extended by the duration of the delay.

Art.28. Termination

(1) Either party may terminate the Agreement unilaterally if the other party is in delay of more than 20 calendar days.

(2) Upon termination, the defaulting party shall owe the non-defaulting party 20% of the total Agreement value, plus the value of work already performed by the non-defaulting party.

(3) Either party may terminate the Agreement with immediate effect if the other party becomes insolvent or insolvency proceedings are commenced against it.

Art.29. Force Majeure

Neither party shall be liable for delay or non-performance caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, fires, strikes, war, pandemics, government restrictions, sanctions, export controls or supply chain disruptions. The affected party shall notify the other in writing without undue delay. If a force majeure event continues for more than 60 days, either party may terminate the Agreement without liability.

Art.30. Retention of Title

Title to the Products shall remain with UNIGRAPH until full payment of all amounts due under the Agreement has been received. Until full payment, the Client shall not resell, pledge or otherwise dispose of the Products without the prior written consent of UNIGRAPH. In the event of non-payment, UNIGRAPH reserves the right to reclaim the Products, without prejudice to any other rights or remedies available to it, including claims for damages.

Art.31. Limitation of Liability

UNIGRAPH's liability under the Agreement shall be limited to the value of the specific order that is the subject of the claim. UNIGRAPH shall not be liable for loss of profit, indirect or consequential damages of any nature, except in cases of wilful misconduct or gross negligence.

Art.32. Dispute Resolution

The parties shall endeavour to resolve any disputes arising from this Agreement amicably through good-faith negotiation. If no amicable resolution is reached within 30 days, disputes shall be submitted to the competent Bulgarian court at the registered seat of UNIGRAPH, unless the parties agree in writing to refer the dispute to arbitration under the Rules of the Arbitration Court at the Bulgarian Chamber of Commerce and Industry (BCCI).

For Clients established in EU Member States, the parties acknowledge that nothing in this clause limits a consumer's right to bring proceedings before the courts of their country of domicile under applicable EU law. Business-to-business disputes are governed exclusively by Bulgarian jurisdiction as stated above.

Art.34. Governing Law

These GTC and any Agreement concluded hereunder are governed by Bulgarian law. For cross-border transactions within the EU, the parties acknowledge the applicability of Regulation (EC) No 593/2008 (Rome I) on the law applicable to contractual obligations. Where the parties have expressly chosen Bulgarian law, that choice is valid to the extent permitted under Rome I.

Art.35. International Trade and Cross-Border Deliveries

For orders placed by Clients established outside Bulgaria, the following additional provisions apply:

(a) VAT / Tax: UNIGRAPH is VAT-registered in Bulgaria (BG104617587). Intra-EU B2B supplies may be invoiced at 0% VAT where the Client provides a valid EU VAT number verified in the VIES system. Clients outside the EU are invoiced without Bulgarian VAT; applicable import duties and taxes in the destination country are borne by the Client.

(b) Currency and Payment: Invoices may be issued in EUR or BGN. International wire transfers shall be made to UNIGRAPH's designated bank account; all intermediary banking charges are borne by the Client. Payments are due within the term specified in the Agreement; no set-off or withholding is permitted without prior written consent.

(c) Export and Customs: UNIGRAPH will provide standard commercial documentation (invoice, packing list, CMR or Bill of Lading as applicable). Clients are responsible for import licences, customs clearance and compliance with local regulations in the destination country. UNIGRAPH shall not be liable for delays caused by customs authorities.

(d) Product Compliance: Products are manufactured in compliance with EU packaging regulations. Clients importing Products into non-EU countries are solely responsible for verifying compliance with local packaging, labelling and safety regulations applicable in the destination market.

(e) Incoterms: Unless otherwise agreed in writing, the default delivery term is EXW Pavlikeni, Bulgaria (Incoterms 2020). Alternative Incoterms (FCA, CPT, CIP, DAP, DDP) may be agreed and shall be stated explicitly in the Agreement or Quotation.

Art.36. Entry into Force

These General Terms and Conditions enter into force upon signing or electronic confirmation of the Agreement.

CLIENT:(signature and stamp)
Name:
Company:
Date: Place: