

**SPECIAL
SUPPLY****PURCHASE ORDER**

Purchase Order No.: SPECIAL SUPPLY/2023/7099

Date: ___/___/2023

SUPPLIER: SPECIAL SUPPLY
KARNTNER STR. 17/13, 1010 VIENNA
AUSTIA
Vitosha Blvd. 133, 1408
Sofia, Bulgaria
office@specialsupply.eu
www.specialsupply.eu

DELIVER TO: MINISTRY OF DEFENCE

REF:**NOTIFY PARTY:****TEL:****FAX:***Dear Sir;*

_____ would like to thank you for your Quotation Reference No. _____, dated _____. Please treat this document as PURCHASE ORDER (P.O.) with the above reference number as per the following Prices and Commercial terms:

S/n	Description	QTY	Unit Price (EURO)	Total Price (EURO)
1				
2				
Special Discount			-	
Total Value EURO (EXW- Bulgaria)			EURO _____	

Total Value	:	EURO _____ (_____).
		The prices include the cost of: a) Export duties/license. b) Any charges or other duties /fees to be levied in the country of origin.
Terms of Payment	:	100% value of total Purchase Order shall be paid to the SUPPLIER in advance by wire transfer against presentation of the following documents: a) Copy of Invoice. b) Advance Payment Undertaking Letter as per Annex (A), specimen attached. c) Performance/Warranty Undertaking Letter as per Annex (B), specimen attached.
Bank Details	:	Bank Name: First Investment Bank Bank Address: 111 P Tsarigradsko shose Blvd., 1784 Sofia, Bulgaria Account No: IBAN: BG92FINV91501017248722 Swift Code: FINVBGSF Account Name: SPECIAL SUPPLY LTD

SHIPPING MODE	TOTAL PRICE	DELIVERY PERIOD
EXW	EURO _____	45 days after the first payment

GENERAL CONDITIONS

Clause 1.	Penalties for Late Delivery	:	If the SUPPLIER delivers whole or part items/equipment/services subject of this P.O. at a time later than that stated in the P.O. including the replacement of the rejected items/equipment/services a penalty for late delivery shall be applied on him at a rate of 1% per week of the value of
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		items/equipment/services so delayed for the first week or part therefore. The penalty thereafter shall be raised to 2 % per week for each subsequent week or part thereof, up to a maximum penalty of 10 % of the value of the items/equipment/services so delayed by the SUPPLIER.
Clause 2.	Risk Purchase	: If the SUPPLIER fails to supply the goods/items (including the rejected goods/ items) at the time of delivery as mentioned in the P.O. the buyer reserves the right to cancel such undelivered goods/items and resort to risk purchase of such goods/items from other sources, any excess values in price shall be charged to the SUPPLIER plus an administrative charge at 5% of the value of the item/items that has been purchased, plus whatever is due for the delayed period.
Clause 3.	Rejected Items	: In case of any item/items delivered by the SUPPLIER do not conform to the agreed specifications the SUPPLIER undertakes to replace such item/items free of charge and would also bear the freight and insurance charges. If the SUPPLIER fails to replace the rejected item/items within thirty (30) days from the rejection notification, the risk purchase clause will be invoked.
Clause 4.	Delivery	: The SUPPLIER undertakes to deliver the items/equipment under this Purchase Order on EXW basis _____ as per the Inco-terms 2010, On or before _____, 2023. The BUYER undertakes and conforms that receiving the items/equipments in 10/ten/ working days will provide delivery verification certificate to the SUPPLIER.
Clause 5.	Warranty	: The SUPPLIER warrants that goods/items under this P.O. shall be free from defect of design, size, dimensions, material and workmanship for period of (6) Months from the date of Delivery. The SUPPLIER further warrants that any item/items or part/parts found defective through faulty design, size, dimensions, material and workmanship will be replaced/repared free of cost. If necessary to return any item accepted under this clause to the SUPPLIER to effect necessary repair or replacement, all associated cost and charges will be born by the SUPPLIER including but not limited to insurance and transportation charges.
Clause 6.	Marking & Packing	: The items will be marked and consigned to: MINISTRY OF DEFENCE REF: <u>NOTIFY PARTY:</u> P.O. TEL: FAX: The equipment shall be marked and packed in accordance with the approved practices of the relevant manufacturer so as to ensure the equipment is delivered to the End User in good condition and in accordance with the terms of this Purchase Order. The Supplier acknowledges that it might be necessary for End User to put the Equipment into long-term storage following delivery to End User pursuant to the terms of this Purchase order. Accordingly, the Supplier agrees that any packaging shall be suitable for the climatic conditions of the EU For purpose of clearance and prior to shipping of the items, the Supplier shall provide the buyer by courier with the following documents in original: - Original Supplier's Commercial invoice.
Clause 7.	Taxes and Duties	: All taxes, duties, stamps and other fees imposed outside Bulgaria in connection with the execution of this Purchase Order, will be for BUYER's account.

Clause 8.	Force Majeure	: The following should be considered as cases of force majeure and relieve the Parties of their obligations under this Purchase Order as long as the circumstances last: Fire, pandemic, mobilization, requisition, war, United Nations embargoes, currency restriction, decisions taken by a commission or interdepartmental council justified or not justified for suspension, termination or withdrawal of a license of the Seller is the legal evidence of force majeure event, insurrection and acts of God. Party claiming force majeure shall immediately upon occurrence, notify the other Party of such event. Onus to prove the occurrence of such events lies on the Party claiming its invocation. Any extension in the delivery period due to causes of force majeure shall be by mutual agreement between the Parties.
Clause 9.	Performance/Warranty Undertaking Letter	: The SUPPLIER undertakes to submit an undertaking letter, as per Annex (B) specimen attached hereto, by which the Supplier guarantees that the Contract/P.O. will be performed in accordance with the terms, conditions and technical specification set therein and any item supplied under this Contract/P.O. will remain free from defect of design, size, dimensions, material and workmanship during the Contract/P.O. period including warranty period as per Clause (5) above.
Clause 10.	Arbitration	: The Buyer and the SUPPLIER base their relations with regard to this Purchase Order on the principles of good will and good faith. All disputes arising in connection to this Purchase Order, if not amicably resolved between the Parties, shall finally be settled under the rules of conciliation and arbitration of the International Chamber of Commerce. The arbitration shall take place in Geneva, Switzerland and the arbitrators shall have the powers of amiable compositeur. The decision of the Arbitration shall be final, binding and enforceable on the Parties. The language of Arbitration shall be English.
Clause 11.	Termination	The BUYER reserves the right to terminate this Contract, totally or partially, should any of the under mentioned reasons occur. 11.1 Termination due to SUPPLIER's default: Notwithstanding anything contained in the provisions of Articles 1 & 8 hereof should the SUPPLIER hereto fails to perform or observe any of the obligations or conditions on his part to be performed or observed hereunder this P.O or fail to meet the delivery schedule in whole or in part within the period stated in the delivery schedule and fail to remedy the breach within (20) days of its/their respective delivery date(s), the BUYER shall be entitled, in addition to and without prejudice to any other remedy available, forthwith to terminate this P.O. 11.2 Termination due to Force Majeure: In case of a force Majeure occurrence on BUYER or the SUPPLIER, the BUYER reserves the right to terminate this Agreement, pursuant to clause 8 of this P.O. Any payments made up to the time of force majeure shall remain in favor of the SUPPLIER.
Clause 12.	Indemnity and Liability	1. The Supplier shall indemnify the Buyer against any liability in respect of damage to property of the Buyer, or a third party or death or injury to the Buyer's personnel or a third party arising solely from the performance of the Contract by the Supplier's personnel under the provisions of this Contract except where such damage is attributable to or death or injury results from an act of negligence or omission by the Buyer's personnel or a third party, in which event the Buyer or the third party will be liable. 2. The Parties maximum liability under this contract shall not exceed the total contract value. 3. Neither Party shall, under any circumstances whatsoever, be held liable for consequential damages, including without limitation, loss of time, loss of production, loss of materials, loss of labor fees, loss of earning or loss of profits, arising, directly or indirectly, from or in connection with the execution of this Agreement.
Clause 13.	Secrecy and Confidentiality	: The BUYER and the SUPPLIER undertake not to disclose, assign, or transfer to any third party, in whole or in part, with or without compensation, all documents, data and information relating to this Purchase

			Order and to the Supplies which are the subject thereof without the prior written agreement of the other party. The expiration of this Purchase Order will not release the BUYER and the SUPPLIER from their respective obligations under this Clause.
Clause 14.	Origin	:	Europe
Clause 15.	Prior Agreements	:	The provisions of this Purchase order supersede all prior representation or agreements whether oral or written between the Parties relating to the subject matter hereof.
Clause 16.	Technical Specifications	:	The SUPPLIER should supply the items as per the Approved samples and Technical specifications from the End user.
Clause 17.	End Use Certificate		The Buyer will provide the SUPPLIER with an End Use Certificate. The SUPPLIER upon receipt of the End Use Certificate shall arrange for export authorization at his own responsibility.
Clause 18.	Coming into Force	:	Date of issuance of this Purchase Order.

The **Purchase Order** reference number indicated above shall appear on all future correspondences. We are sending this Purchase Order to you by e-mail/fax and you are kindly requested to confirm your acceptance by return e-mail/fax. This Purchase Order will be considered accepted in all its terms and conditions within 5 working days from the date of dispatching, in case your confirmation is not received beforehand.

Yours Sincerely,

CHIEF EXECUTIVE OFFICER

Acknowledgement	:	We M/s. SPECIAL SUPPLY., hereby acknowledge our receipt of this P.O. No. SPECIAL SUPPLY/2023/7099 and acceptance of terms and conditions therein.
<i>(Please sign and stamp each page of the P.O. and return copy to originator)</i>		For: Name: Signature: Date: .../.../.....

ANNEX (A) TO P.O. No. SPECIAL SUPPLY/2023/7099

REF:

DATE: 05/SEP/2023

ADVANCE PAYMENT UNDERTAKING LETTER

1. With reference to Contract/PO No. SPECIAL SUPPLY/2023/7099 concluded on 05/09/2023 by and between: _____, hereinafter called the Buyer and SPECIAL SUPPLY Ltd., hereinafter called the Seller for the supply of _____ in accordance with Article of the said Contract/PO stipulating that an amount up to a total amount of _____ EURO Only (_____ EURO) representing 100% of the value of the Contract/PO shall be paid as advance payment to the Sellers, we the undersigned hereby guarantees that we will perform our obligations under above referenced Contract/P.O in accordance with the terms and conditions set therein.
2. In case of our failure to meet the terms and conditions of the above mentioned Contract/P.O, we hereby undertake to reimburse the full amount paid to us as advance payment to the Buyer upon first written demand by him confirming our failure to meet our contractual obligations under the said Contract/P.O.
3. In case the Seller fails to reimburse the amount paid as advance payment with ten (10) working days of the Buyer notice, the Buyer has the right to deduct form any outstanding payment of Seller with the Buyer and/or with any of its affiliates.

FOR AND ON BEHALF OF SPECIAL SUPPLY LTD.

Name: PETAR KITEV

Position: CEO

Signature:

STAMP:

NOTE: This Undertaking Letter shall be issued on SUPPLIER's Headed Paper and Stamped by the SUPPLIER's official Stamp.

ANNEX (B) TO P.O. No. SPECIAL SUPPLY/2023/7099

PERFORMANCE/WARRANTY UNDERTAKING LETTER

REF:

DATE: 05/SEP/2023

1. With reference to Contract/P.O. No. SPECIAL SUPPLY/2023/7099 concluded on [05/09/2023] by and between _____, (the BUYER) and SPECIAL SUPPLY LTD, a private company incorporated under the laws of Bulgaria, with P.O. Box No., (the SELLER) for the supply of _____, and in accordance with Article (Performance/Warranty Undertaking Letter) of the Contract/P.O, we the M/s. SPECIAL SUPPLY LTD. undersigned undertake hereby guarantees that we will perform our obligations including warranty under above referenced Contract/P.O. in accordance with the terms and conditions set therein.
2. The Performance/Warranty Undertaking Letter represents an irrevocable obligation on us, M/s. SPECIAL SUPPLY LTD. to unconditionally pay to M/s. _____ upon first written demand by it stating that we have failed to fulfill our obligations under the contract/P. O..
3. We hereby undertake to replace any item found defective or not in conformity with the agreed specifications free of charge.

FOR AND ON BEHALF OF SPECIAL SUPPLY LTD.**Name: Petar Kitev****Position: CEO**

Signature:

NOTE: This Performance/Warranty Undertaking Letter shall be issued on SELLER's Headed Paper and Stamped by the SELLER's official Stamp.

ANNEX (C) TO P.O. No. SPECIAL SUPPLY/2023/7099

TECHNICAL SPECIFICATION

Name of Goods	COO
	Bulgaria

MAIN DATA