

Bulgarian Institute for Standardization

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GENERAL CONDITIONS FOR SALE OF BULGARIAN STANDARDS, STANDARDIZATION DOCUMENTS AND OTHER BDS PUBLICATIONS AND FOR PROVISION OF SERVICES

Standards, standardization documents and the other editions distributed by the Bulgarian Institute for Standardization (BDS) and the services it provides, are subject to acceptance by the customer of the general conditions of use and the requirements of copyright as specified below.

You should carefully read the general conditions for sales before you place an order to purchase standards or use a service.

When you purchase standards or services, this implies that you accept the conditions set out herein. By placing an order, you accept both the Privacy statement and BDS General Conditions.

These conditions may be subject to change without prior notice at any time when BDS deems it necessary.

0. TERMS AND DEFINITIONS

For the purposes of the conditions of sale the following terms and definitions are accepted:

Standard means Bulgarian standard (BDS, BDS EN, BDS ISO, etc.), standardization document (SD), draft standard and publication that BDS provides under these conditions.

Bulgarian standard means a standard that is developed at national level or which implements European or international standard, adopted and approved by BDS and is generally accessible.

Electronic format of standard means standard in PDF format.

Online delivery means BDS delivery system of Bulgarian standards, draft standards and standardization documents via Internet at: www.bds-bg.org.

Customer means a person wishing to purchase a standard from BDS and for this purpose places an order.

Reproduction means using a Bulgarian standard or parts of it for duplication of its content, including by photocopying, printing, microfilming, scanning, data transmission, as well as using parts of it in documentation, literature, commercial products, advertising materials, etc.

1. ORDERS OF STANDARDS

BDS sells and the customer purchases standards through:

- a written request received by fax or e-mail, converted into an order by BDS employees;
- an order made on-the-spot at BDS offices;
- customer's order made through BDS website.

Orders are made either by the customer via BDS automated order system on BDS website (www.bds-bg.org) or by a BDS employee. BDS confirms the acceptance of the order.

The payment methods are described in "Guide for shopping", which is published on BDS website.

The customer is responsible for the accuracy of the data specified in the order.

In case changes are required as a result of the processing of the order (supplementing the order with new items: amendments to a standard, specifying the format, etc.), our employee will contact you within one working day to correct the order.

BDS is not responsible to the client for any misunderstanding that may arise from verbal messages between the parties, irrespective of their origin.

Any formal notice that each of the parties may or is required to make should be sent by e-mail: info@bds-bg.org or to address: 13 Lachezar Stanchev Str., Izgrev complex, Sofia with the aim of documentary proof of its receipt.

After verification of the payment, the orders shall be executed within 2 working days by BDS employees, exceptions are possible for reasons beyond BDS control.

In the case of a refund, the refund is made through the same payment method used by the customer during the initial payment. If it is necessary to refund an amount paid by the user's card, this refund will be made through a card transaction on the same card account of the user. Reimbursement of the amount through another means of payment is carried out only after a prior agreement between BDS and the customer.

2. PRICES OF STANDARDS

The prices of standards are listed at BDS website according to the Pricelist, approved by BDS Governing Board.

BDS members except corporate members enjoy 20% discount on Bulgarian standards and standardization documents. This discount does not apply for BDS editions and draft standards.

The following discounts can be made for purchasing large amounts of a given standard:

- from 8 to 10 pcs. 5% discount per unit
- from 11 to 20 pcs. 10% discount per unit
- from 21 to 50 pcs. 15% discount per unit
- from 51 to 100 pcs. 20% discount per unit
- over 100 pcs. 40% discount per unit

When a standard is delivered in two types of formats, for the purchase of the second format the discount is 50%.

Postal costs are borne by the recipient.

In case, due to an objective reason a customer loses a purchased standard, regardless of the format a duplicate of the standard can be provided upon payment of 20% of the price of the standard.

No duplicate of foreign standards can be issued.

3. ONLINE DELIVERY OF STANDARDS

After verifying the payment by a BDS employee, the standards ordered online are available for download immediately or:

- up to 2 working days for standards which are not available in PDF file in the full text database;
- after solving the problem in case of delay beyond BDS reasons.

The standards will be available to the customer for download within two months from the date of order.

When the period for downloading expires, the standard can be provided again only by placing a new order with payment of 20% of its price.

The standard distributed in electronic format on CD or online is subject to BDS copyrights and distribution rights, and cannot be stored, copied, transmitted, networked or resold in any way. The right of use a standard in a network can be obtained in accordance with section 9.

The standard in electronic format is encrypted and provided with an inscription specific to each user, located at the bottom of each page. This inscription contains the following information:

- Customer's name
- Number and date of the order
- Distributor's name, i.e. Bulgarian Institute for Standardization

The standard in electronic format is intended for one customer. The customer buys the right to store this file on its personal computer (in cases where access is required in the user's network, see section 9) and can make one backup copy in electronic format.

The customer can print and keep one copy on paper from the file in electronic format. This printed copy can be used for internal use in its organization, without being copied or reproduced or resold in any form.

If you have problems downloading the file, call tel. + 359 2/81 74 525 or + 359 2/81 74 526.

In case of computer damage the files with standards may be transferred to another computer, provided they are deleted from the first one, and their use with the new computer is in accordance with the terms of this agreement.

4. PROVIDING ACCESS FOR ONLINE READING OF STANDARDS

When a BDS customer wants to get acquainted with the text of a standard he/she could choose to use the service "online reading of standards".

The service provides the opportunity to the customer to read selected Bulgarian standards available in BDS electronic database from his/her computer within 2 days of the activation of the order.

An order may include as many standards as the customer wants.

The orders for reading standards are placed online by the customer through BDS website (www.bds-bg.org).

In case a customer buys a standard he/she has read, he/she gets a discount on the purchase of the standard to the amount of the price paid for reading of the respective standard.

The price for online reading of standards is listed at BDS website in accordance with the Pricelist, approved by BDS Governing Board.

The customer is responsible for the accuracy of the data specified in the order.

After the payment has been verified, the ordered standards are available immediately for reading online, except in cases where there is a delay for reasons beyond BDS control.

The standards will be available to the customer for reading within 2 calendar days effective from the date of verification of the payment for which the customer will be informed by a relevant message in the order.

The standard distributed for reading in electronic format is subject to BDS copyrights and distribution rights and cannot be downloaded, stored, printed, copied, transmitted, networked or resold in any way, both in whole and in parts.

The standard is available only for reading within the defined period and its use through the online reading service is not identical to that when the standard is purchased.

The standard in electronic format is encrypted and provided with an inscription "ONLINE READING@BDS" placed diagonally on each page.

If there are problems with the file, call tel. + 359 2/81 74 525 or + 359 2/81 74 526.

For the service "access for online reading of standards" the terms of use under section 7 and all conditions relating to copyright protection as described in this document are applied.

5. PROVIDING SERVICE "SUBSCRIPTION ON THE ACTUALITY OF BULGARIAN STANDARDS"

When a BDS customer wants to keep up-to-date the collection of standards that works with, he/she can use the service "subscription on the actuality of Bulgarian standards".

The service allows the customer to monitor the current Bulgarian standards and standardization documents as well as drafts starting at "formal vote initiated" stage by receiving regularly:

1. Information that AC corrigendum to a standard is published
2. Information that A1, A2, etc. amendment to a standard is published
3. Information that a standard implemented in English has been issued in Bulgarian translation
4. Information that a standard is withdrawn and a new edition is published
5. Information that a new draft of a standard is being developed, starting at "formal vote initiated" stage
6. Information that a draft standard is moving to the next stage.

The information is provided to the customer on monthly basis upon publication of BDS Official Bulletin in the respective subscription package via the customer's profile.

If necessary, BDS employees assist the customer in choosing the standards in reference with their current status.

The subscription is for one year, after which it can be renewed.

If the customer wants to include new standards in the collection, he/she can add them until reaching the limit of the subscription group paid. In case he/she wants to exceed this limit, the customer has the opportunity to move to the next group with a larger number of standards, and after payment his/hers subscription begins to run for a new one-year period.

Prices for the service are specified in the Pricelist for sales of standards and standardization documents and for the services provided by the Bulgarian Institute for Standardization.

6. PROVIDING SERVICE "EXPERT CONSULTATIONS"

When a BDS client wishes to get consultation on issues that concern or relate to the implementation of national and European and International Standards implemented as BDS as well as to get answers to questions and guidelines related to the application of existing standards, he/she may benefit from the "Expert Consultations" service.

The "Expert Consultations" service is the expression in writing of an expert opinion of experts from BDS administration and Technical Committees on a specific request from the client.

The client sends a request to BDS according to an approved form (Request for consultancy service) and within 5 working days BDS sends an offer containing a price and time period for the execution of the service.

The price of the consultancy service is determined by negotiation and depends on the complexity and the number of hours required to prepare the expert opinion. In case an expert opinion cannot be provided on the particular case study, the client will be informed of this.

The client confirms his/her willingness to use the service according to the offer made by 100% advance payment of the service price.

The client decides on his own whether to comply with the expressed opinion or not.

7. TERMS OF USE

The user accepts that standards are not intended for further sale or rent.

The Bulgarian Institute for Standardization (BDS) is the copyright holder on Bulgarian standards and Bulgarian standardization documents and has the exclusive right to issue them, reproduce, distribute and sell under the Law on National Standardization (published in SG, No 88/04.11.2005, effective 05.05.2006).

The user is not allowed to copy, reproduce, publish, transfer to another server or send by post, transmit or distribute in any other way unspecified herein any part of Bulgarian standards or Bulgarian standardization documents without BDS written authorization (See Annex 1).

The user is obliged to take all necessary actions to prevent access of unauthorized third parties to BDS standards.

In case of infringement of BDS copyrights, the offender is responsible to civil and administrative-criminal liability under the Law on Copyright and Neighbouring Rights, including monetary compensation for suffered damages and lost profits.

"Reproduction" means the use of a Bulgarian standard or parts of it for duplication of its content including by photocopying, printing, microfilming, scanning, data transmission, as well as using parts of it in documentation, literature, commercial products, advertising materials, etc.

Customer is responsible for the selection of standards and any advice or recommendation given by BDS employee regarding appropriateness for a particular purpose, use or application of a standard is intended for guidance only.

The reproduction is strictly limited to the number of copies, parts of the standard and the purpose for which authorization is given. For any subsequent reproduction it is necessary to receive an additional authorization by BDS.

8. REPRODUCTION OF STANDARDS ON PAPER FOR INTERNAL DISTRIBUTION WITHIN THE ORGANIZATION

If necessity occurs for reproduction of additional paper copies of purchased standards, for example for conducting internal trainings or meetings, the customer pays a fee, according to Annex 1.

For this purpose BDS written authorization should be requested (See Annex 1).

"Internal distribution" means that the reproduction of a standard is for internal use only within the organization and it is used by the employees within the premises of the organization as a working document.

On the first page of each copy should be written the following text:

"Copied by (organization's name) with BDS authorization."

BDS is not responsible for the quality of the copies made.

9. PROVIDING STANDARDS IN ELECTRONIC FORMAT FOR USE IN CUSTOMER'S NETWORK

When the customer wants to use in its computer network standards in electronic format, it is subject to mutual agreement with BDS. The customer addresses his request in writing to BDS by e-mail: info@bds-bg.org or by letter to the address: 13 Lachezar Stanchev Street, Izgrev complex, 1797 Sofia; phone number: +359 2/8174523, indicating the standards that he/she wishes to be used in a network, as well as the number of users who can simultaneously use them.

If necessary, BDS employee may contact the customer to specify particular conditions and details within 2 working days.

To obtain a network license for a standard, the user should purchase the standard in pdf version and pay the network license fee. The fee for obtaining the right for use in a network is calculated according to Annex 2.

The customer receives the right to use a standard in a network based on a prepared and paid order and an issued invoice, which specifically records the reference number of the standard and the number of users who have the right to use it in a network, as well as the amount of the fee paid for this.

10. REPRODUCTION OF STANDARDS IN THE ORGANIZATION'S DOCUMENTATION

When reproducing standards or parts of standards in the documentation of the organization, such as manuals, expert solutions or audits regardless of the type of storage, the following principles shall apply:

- ü Necessity of BDS written authorization after payment of a fee for obtaining reproduction rights, according to Annex 1.
- ü The total number of pages reproduced should not exceed 25% of the technical content of the standard.
- ü All copies bear the name of the organization responsible for the reproduction.
- ü BDS is not responsible for the quality of the copies made.
- ü The reproduction of Bulgarian standards for distribution over the Internet or online services is not allowed.

Authorization for the development of corporate standards based on Bulgarian standards is not necessary.

The use of standardized nomenclature, codes, symbols, signs and tables with characteristics is a legal implementation of the standards and is exempt from fees.

11. REPRODUCTION OF STANDARDS BY EDUCATIONAL INSTITUTIONS

BDS encourages the use of standards for educational purposes.

When an order to purchase more copies of a standard for educational purposes is made the customer (the educational institution) pay the full price of the first copy and 5% of the standard's price for each additional copy.

If subsequently a new necessity occurs for reproduction of additional paper copies of a purchased standard, the customer (the educational institution) pays 5% of the standard's price for each additional copy.

For this purpose, BDS written authorization should be requested (See Annex 1).

BDS is not responsible for the quality of the copies made.

The fee for reproduction of parts of a standard is calculated according to Annex 1, item 3 of the table.

The copies should bear the name of the educational institution.

If the educational institution acts as a publisher of an edition that is to be placed for sale, it should pay fee for this as specified in section 12.

12. REPRODUCTION OF PARTS OF STANDARDS IN LITERATURE (BOOKS, MAGAZINES, PUBLICATIONS, ETC.) AND FOR COMMERCIAL OR ADVERTISING PURPOSES (INCLUDING COMMERCIAL PRODUCTS, INCL. SOFTWARE, CATALOGUES, BROCHURES, PRODUCT LISTS, ETC.)

For reproduction of parts of standards in literature, editions, publications, commercial products, software products and others that are sold or distributed, incl. open source software products, the following principles apply:

- ü Necessity of BDS written authorization after payment of a fee for obtaining reproduction rights, according to Annex 1.
- ü The total number of pages reproduced should not exceed 25% of the technical content of the standard.
- ü No distinction is made between reproduction on paper or in electronic format.
- ü On suitable place the following inscription should be placed: "Reproduced with BDS authorization. For the current version of the standard: www.bds-bg.org".

ü BDS is not responsible for the purposes, accuracy or other aspects of reproduction.

When parts of standards are reproduced in brochures or other promotional materials BDS gives authorization only if these parts are presented in a manner that clearly differ from the original edition of the standard. The fee for reproduction in promotional materials is calculated according to Annex 1.

13. RIGHT OF WITHDRAWAL FROM CONTRACT. CLAIMS ON ORDERS

According to Art. 50, in connection with Art. 55 of the Consumer Protection Law, the customer may refuse a product ordered on BDS website within 14 days of receiving the order, in case that the given product is in the state in which it was delivered, if packed - the original packaging has not been opened (the packaging of the shipment can be opened). For this purpose, it is necessary for the customer to fill out a Form for refusal of the goods, which can be printed from the BDS webpage - "Distribution and sales of standards" and send it together with the returned product, as well as with the invoice issued by BDS. In this case, BDS refunds the amount paid by the customer without she/he being liable for penalties. Transport costs in the case of refusal of received goods are at the customer's expense and are not subject to reimbursement.

The right of withdrawal under Article 50 of the Consumer Protection Law does not apply in the following cases:
– for the delivery of products made to the customer's order or according to her/his individual requirements;
– for provision of standards, collections or other publications in electronic format or other type of digital content that is not delivered on a physical medium.

In case of a customer's order placed on BDS website, the customer is informed that she/he has no right to withdraw from the concluded contract for the provision of services, where the service has been fully provided and its implementation has begun with the expressed prior consent of the user and confirmation on her/his part that she/he knows that will lose her/his right of withdrawal after the contract is fully performed by BDS.

By confirming her/his agreement with these General Conditions, the customer confirms that she/he has been informed about the impossibility of exercising the right of withdrawal in the above mentioned cases.

The right of withdrawal, according to the Consumer Protection Law, applies only to the cases regulated by the law, when the customer/consumer is a natural person who acquires goods or uses services that are not intended for carrying out a commercial or professional activity, and any natural person who as a party to a contract under this law acts outside the scope of her/his commercial or professional activity.

In the case of an error made by BDS, BDS will replace any products that have shown defects (paper pages or CDs) and reship deliveries or provide standards online at its own expense. The new media is sent after receiving the defective one by post.

BDS does not accept returned shipments without prior agreement or more than 14 days after delivery of the order.

Standards requested for online download through the customer profile cannot be changed or replaced after the customer has paid for the order. In case of a wrong or poor-quality file loaded for download in the customer's profile, BDS will correct the error and replace the file within 2 working days of the customer's claim.

By placing an order, the customer:

- ü Accepts and agrees with these General Conditions for Sales.
- ü Declares that she/he is informed about the impossibility to benefit from the right of withdrawal in the cases mentioned above.
- ü Gives express prior consent for the execution of the order made by her/him to begin before the expiration of the 14-day period for withdrawing from the contract and confirms that she/he knows that she/he will lose right to withdraw after the contract is fully executed by BDS.

ANNEX 1

TO

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AUTHORIZATION FOR THE LEGAL RIGHT TO REPRODUCE BULGARIAN STANDARDS/PARTS OF BULGARIAN STANDARDS

The Bulgarian Institute for Standardization gives authorization to (name of the organization) to reproduce additional copies/parts of standards/ (to be specified) of the following purchased Bulgarian standards (reference numbers of the standards) with the purpose (to be specified)

RESPECTING THE COPYRIGHTS

The authorized organization agrees to place the following text: "Reproduced by(name of the organization) with BDS authorization." (different texts can be negotiated for the specific authorization)

BDS is not responsible for the quality of the copies made or the purposes and manner of reproduction.

FEE

BDS receives a fee of BGN calculated as follows: (the indicators from the table below are used).

TERMS OF USE

The customer agrees that standards are not intended for further sale and distribution. The organization receiving the permission is not authorized to grant the authorization or the rights and obligations under this Agreement to third parties.

Date:

DIRECTOR:

| TABLE FOR CALCULATING THE FEE FOR RIGHT TO REPRODUCE | | |
|--|---|--|
| PURPOSE | | Fee for copying/reproduction of standards |
| 1 | For internal distribution of additional copies on paper within the organization | $5 \% \times P \times NC$ |
| 2 | For reproduction in the organization's documentation | $20\% \times P \times (RPgs/TPgs) \times NC$ |
| 3 | For reproduction by educational institutions | $10\% \times P \times (RPgs/TPgs) \times NC$ |
| 4 | For reproduction in literature | $20\% \times P \times (RPgs/TPgs) \times NC$ |
| 5 | For reproduction for commercial purposes | $20\% \times P \times (RPgs/TPgs) \times NC$ |
| 6 | For reproduction for advertising purposes | $5\% \times P \times (RPgs/TPgs) \times NC$ |

P - standard's price

RPgs - number of reproduced pages of the standard

TPgs - total number of pages of the standard

NC - number of copies/planned circulated copies for editions, publications, etc./ user licenses issued for software products, electronic products and publications, etc./ number of commercial products, etc. (The basis for determining NC is subject to clarification for each specific case of authorization.)

ANNEX 2

Calculation of the fee for the legal right to use standards in the customer's network

The fee for the legal right to use standards in the customer's network is calculated as follows:

The standard's price is multiplied by a coefficient depending on the number of network users who will have access to the standard. The coefficient is indicated in the table below:

| Number of users who will have access to the standard | Coefficient |
|--|-------------|
| up to 3 incl. | 0,25 |
| from 4 to 10 incl. | 0,50 |
| from 11 to 20 incl. | 1 |
| Over 20 | Negotiable |

The number of users also includes the number of offices/branches (for organizations located in more than one location) that will have access to the standard. Each office/branch counts as an additional user.

To obtain a legal right to use standard in network, the user shall purchase the standard in pdf version and pay the network legal right fee.

DISCOUNT PRICES OF BULGARIAN STANDARDS

1. When a Bulgarian standard implements a consolidated edition of the European standard with its amendment of the type EN+A1 or EN+A2 , etc. for its purchasing, BDS customers that have purchased the previous edition BDS EN (already withdrawn) enjoy a discount of 50 %.
2. When a Bulgarian standard implements European/International standard in one of the official CEN/CENELEC or ISO/IEC languages and subsequently it is issued with Bulgarian translation BDS customers that have purchased the first edition of the standard enjoy a discount of 30 % when purchasing the second edition. The discount is applied also in the opposite case - when the customer has first purchased the standard translated into Bulgarian, and then purchases the standard in one of the official languages, he/she enjoys a 30% discount for the second purchase.
3. When a Bulgarian standard implements European/International standard in one of the official CEN/CENELEC or ISO/IEC languages and subsequently it is issued with Bulgarian translation BDS customers that want to purchase both editions pay the price of the Bulgarian edition and enjoy a discount of 30 % of the foreign edition.
4. When a Bulgarian standard implements European/International standard in Bulgarian language and subsequently is withdrawn and superseded by a Bulgarian standard implementing European/International standard in one on the official CEN/CENELEC or ISO/IEC languages BDS customers can purchase the withdrawn edition of the standard in Bulgarian language at a discount of 50 %.
5. When a standard is delivered on two types of formats, for the purchase of the second format the discount is 50%.
6. When a withdrawn BDS ISO standard is replaced by identical in content BDS EN ISO standard, customers who have purchased the withdrawn BDS ISO standard, individually or in a collection, enjoy a discount of 95% when purchasing the new replacing BDS EN ISO standard.
7. Customers who have purchased a collection use a discount of 30% for BDS members and 20% for non-members, respectively, when purchasing standards by which the collection is updated or supplemented. In case the collection is updated with a standard published in Bulgarian, which replaces a foreign language standard in the collection, customers who have purchased the collection containing the standard in the foreign language, may buy the standard in Bulgarian with a discount of 70% for BDS members and 50% for non-members.
8. In case a customer purchases a standard that he/she has read through the online reading of standards service, he/she uses a discount on the purchase of the standard to the amount of the price paid for reading the respective standard.

If you want to use discount of the price of Bulgarian standards in each of the above cases, you should indicate this as a note to your request or order, such as:

- ü for standards purchased AFTER April 2008, the discount is applied after a check made by BDS for the presence of a valid invoice for purchased standard;
- ü for standards purchased BEFORE April 2008, the discount is applied after the customer provides a copy of a valid invoice issued by BDS proving that the standard has been purchased.