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Fact Sheet: Standard Terms & Conditions (ST) on a B-to-B level – Bulgaria
(January 2013)

1. How must ST be made applicable on business contracts?	In general there is no special legislation concerning the use of ST. There is an article in the Bulgarian general law “Law of Obligations and Contracts” pursuant to which if a contract proposal includes ST the acceptance shall be effective provided that it contains a confirmation of the ST in writing.
2. Is there a requirement to highlight unusual, or particularly onerous clauses in ST in order for these clauses to be valid?	There is no such requirement.
3. Can clauses in ST be challenged by the contract partner once the contract has been entered into?	The ST can be challenged by the contract partner for contracts involving long-term performance. Any amendment or replacement of the ST of such contracts shall be binding upon the other party under existing contract only if the other contract partner has been notified of this amendment or replacement and has not rejected it within the reasonable period of time it has been granted in writing.
4. Must the ST be registered at the Chamber of Commerce or other authority?	There is no such requirement.
5. What if the contract is concluded electronically?	The contract with ST must correspond to the requirement of the electronic documents, in particular, must contain electronic signatures.
6. How does the law deal with a “battle of the forms”, meaning a situation in which both parties seek to incorporate their own ST into the contract?	The contract is concluded only if agreed by both parties. It is considered to be concluded only since the moment when the parties agreed all essential clauses of the contract, including the ST if there are such.

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