

## **GENERAL PURCHASE TERMS "INNO-Tech Solutions e.K"**

The general procurement conditions define the obligation relations between the company INNO-Tech Solutions e.K. (hereinafter referred to as the customer) and production partners (hereinafter referred to as the producer).

Purchase conditions apply to all relationships between the buyer and the manufacturer, except in the case where the manufacturer and the buyer do not agree otherwise for certain cases and circumstances; which should be stated in the order, order confirmation, or in the concluded business contract.

### **GENERAL PROVISIONS**

The procurement of products and services is carried out exclusively in accordance with the buyer's GENERAL PURCHASE TERMS. The manufacturer's supply conditions are thereby excluded and not accepted; except in the case if the customer's management does not expressly confirm it, or verify it by signing a business contract. All possible deviations from the GENERAL PURCHASE CONDITIONS must always be confirmed in writing by the buyer and the manufacturer.

GENERAL PURCHASE TERMS are an integral part of: estimate, invoice, offer, or possibly contract.

The manufacturer undertakes to submit the sent offers in written or electronic format; or automatically via ON-LINE BUSINESS WEB PLATFORMS OF THE BUYER.

The customer undertakes to complete all orders electronically, based on the previously received offer, and to provide links to the received offer within the order.

The order becomes valid only with written or electronic confirmation of the order by the supplier, and by sending a form proving that the order has been confirmed and entered into the information system.

In the event that the customer cancels the order, and the order refers exclusively to the production of the product, which is strictly adapted to the customer, the customer is obliged to pay all the costs incurred with that order, until the day of cancellation of the order.

In the event that the manufacturer cancels the order, he undertakes to pay all the damage that the customer is charged by the end customers in the same proportion (damages, penalties ).

### **DELIVERY DEADLINES**

The deadline for the delivery of ordered products is defined by the order according to which the products were ordered by the customer, and verified based on the confirmation of the order sent by the supplier to the customer.

The manufacturer fully commits to keeping the agreed delivery date based on the defined order and order confirmation.

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#### **INNO-Tech Solutions e.K**

Kelchbergstraße 22  
89520 Heidenheim  
Deutschland

**Umsatzsteuer IdNr :**  
DE361175573

#### **Steuernummer :**

St.-Nr. 50435/11529

#### **Handelsregister**

HRA 728544

mail : [info@innotech-solutions.de](mailto:info@innotech-solutions.de)  
web : [www.innotech-solutions.de](http://www.innotech-solutions.de)

#### **Bankverbindung (EUR) :**

Kreissparkassebank Ostalb  
IBAN: DE75 6145 0050 1001 4074 29  
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The delivery period begins on the day of confirmation of the Order and ends on the day of delivery of the product or completed customer services.

The delivery terms can be proportionally extended only with the prior consent of the buyer, in case of unforeseen obstacles that are not caused by the will of the manufacturer, and are of such a nature that they had a significant impact on the fulfillment of the delivery terms.

The supplier is obliged to inform the customer immediately about the beginning and end of the occurrence of obstacles, and according to the problem:

- agree on a new delivery date (with the written or electronic consent of the buyer), or
- cancel the customer's order (with acceptance of the costs charged by the customer from the end customers)

On the basis of such obstacles to meeting delivery deadlines, the customer may file a claim for compensation in the same amount for which it is charged by the end users of the product. In the event that the customer is unable to take over the products within the agreed delivery period, the supplier takes the right to inform the customer in writing that the products are ready for delivery, and to issue an invoice for the value of the ordered products 5 days after that when the products are finished and ready for delivery.

The currency for payment begins to flow from the moment the invoice is issued.

The responsibility for the products passes to the customer only when the shipment is taken over by the carrier.

When sending goods, the supplier has the obligation to hire such transport, which assumes responsibility and safety for the products, until the moment of their delivery.

In the case when the buyer takes over the goods (package) by his own transport, the manufacturer's responsibility ends with the delivery of the package to the transport company, and the manufacturer does not accept responsibility for the loss of the package or damage caused by its transport.

## SALE PRICES

The prices of the products or services are determined by the sent offers and the notification about the allowed rebate that is delivered to the customer, if it is about standard products or services.

If it is about special products or services, the prices are determined by an individual offer, and delivered to the customer in written format. By ordering the product, the customer accepts the offered prices.

Delivery parity is determined according to the valid offer, or in accordance with an individual agreement or a written contract. Sales (offered) prices do not include value added tax (VAT)

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## TERMS OF PAYMENT

The manufacturer undertakes to issue an invoice and forward it to the customer along with the delivered goods or service (an exception may be in the case of an agreement when the product or service must primarily be tested in working conditions; when the goods are delivered to the customer delivers only with the delivery note, which the buyer is obliged to sign and record when receiving the goods; and a copy return to manufacturer).

The issued invoice should be payable within the agreed term and in the manner agreed upon at the conclusion of the contract, that is, confirmed when receiving the order.

The payment date is the date specified on the issued invoice, when the money should be transferred to the producer's transaction account opened with a commercial bank. In the event that the customer does not pay the invoice on time, the manufacturer informs the customer in writing about the delay in payment, and 7 days after sending the letter, he has the right to charge regular legal interest that is proportional to the amount of the goods and the time of payment delay.

## COMPLAINTS

### QUANTITATIVE CLAIMS

The buyer undertakes to perform quantitative and quantitative acceptance of the goods, no later than within 3-5 days after receiving the goods , from the carrier, or direct delivery by the manufacturer.

The buyer is obliged to report all non-conformities regarding the delivered quantities and observed anomalies on the products immediately after the inspection and send a written complaint to the manufacturer.

The manufacturer undertakes to analyze the received complaint as soon as possible, and to provide a written response to it.

For all confirmed complaints, several scenarios are possible:

- Return of the advertised goods by the buyer, in such a way that the manufacturer organizes the transport and collection of the advertised products at his own expense; and to deliver the missing products at his own expense after re-manufacturing or finishing. The customer has the right to suspend the payment of the goods, until the manufacturer delivers the missing products.
- Creating new products without the need to return advertised products and sending them to the customer at their own expense. In this case, the buyer sends a complaint to the supplier and settles mutual claims in an accounting manner.
- Return of the goods by the buyer and re-collection of the same from the manufacturer after production, with billing of the advertised products at regular delivery prices, as well as transport and logistics costs in both directions (for the return of the goods and re-collection of the goods)

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## QUALITATIVE COMPLAINTS

The manufacturer fully stands behind the quality of its "production program" in accordance with the recommended processing regimes and operating conditions.

If the products are manufactured according to the construction drawing of the product provided by the customer, developed manufacturing technology and defined elements of the cutting geometry of tools, materials and upholstery; the manufacturer has the obligation to produce the products according to the required criteria.

In this case, the buyer is not responsible for the exploitation of the product, but only for the primer and cutting geometry of the product, the material used and the upholstery.

The buyer undertakes to perform a qualitative reception of the goods, no later than within 3-5 days after receiving the goods from the carrier, or direct delivery by the manufacturer.

All non-conformities regarding the measured geometry, analysis of materials and upholstery, the buyer is obliged to report immediately after the inspection and send a written complaint to the manufacturer.

The manufacturer undertakes to analyze the received complaint as soon as possible, and to provide a written response to it. When accepting a complaint, the buyer is obliged to accept one of the previously mentioned 3 criteria for returning the goods as soon as possible and to replace the advertised products; or agree to reduce the payment to the level of the advertised amount.

## DISPUTE SETTLEMENT

We always try to resolve all disputes and inconsistencies with the customer amicably on the basis of correct business principles relationship. If this is not possible, the competent court is competent to resolve disputes

Direktor :  
**Almedin Zahirovic**

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