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**Common terms and conditions of purchase**

**of InnoFreight Solutions GmbH, InnoFreight Speditions GmbH, InnoFreight Swiss GmbH, InnoWaggon GmbH, InnoFreight International GmbH, InnoFreight Scandinavia AB, InnoFreight Germany GmbH, InnoFreight Czech s.r.o., InnoFreight Austria GmbH, InnoFreight IT Solutions GmbH (version January 2021)**  
(in the following as „InnoFreight“)

**1 Validity**

- 1.1 The following terms and conditions for purchase count for orders.
- 1.2 InnoFreight explicitly disagrees with the suppliers objective AGB.

**2 Orders – Offers**

- 2.1 Discrepancies in the confirmation or order are only valid if they are acknowledged explicitly and in writing. The execution of an order counts as acknowledgement of these conditions of purchase.
- 2.2 Orders, confirmations of order and delivery schedules need to be in writing. Same counts for changes and additions.
- 2.3 Orders need to be confirmed immediately. Prices stated in the order are absolute fixed prices.
- 2.4 The supplier is bound to provide a performance guaranty for the particular invoice total for orders and deposits starting from €100.000,00 of quantity ordered.
- 2.5 There must not be any costs caused by propositions or provisions of samples.
- 2.6 InnoFreight is entitled to permanently control the progress of the ordered delivery, for this purpose InnoFreight has the right to request a prompt statement by the supplier regarding the current status of the ordered delivery.
- 2.7 The supplier grants InnoFreight access to all facilities, testing centers, warehouses and adjoining areas and in case of assignment of subcontractors the same applies for those.
- 2.8 There must not be any costs caused by propositions or provisions of samples. Drawings, designs, models, prototypes etc., provided by InnoFreight to the supplier in terms of submitting an offer or execution of an order, are InnoFreight's property and must not be multiplied, used for any other cause or provided for a third party.

**3 Payments – Billing**

- 3.1 The arranged due dates for payments shift accordingly to delivery or service delays. InnoFreight is able to demand a yield of their advance payments to the amount of 8% over the particular base rate of the central bank of Europe, for the time of the delay.
- 3.2 Bills have to be sent to the e-mail [billing@innofreight.com](mailto:billing@innofreight.com) or in single dispatch by mail with allegation of order data to InnoFreight. Terms of payment start with the day the bill is received, but not before purchasing the service or incoming of the delivery.
- 3.3 The payment takes place as agreed, otherwise within 14 days after delivery or as the case may be, after purchasing the total output with 3% trade discount or within 30 days after tax.
- 3.4 The supplier isn't able to assign, pledge, collect by a third party or make claims topic of legal transactions without InnoFreight's prior approval in writing.
- 3.5 Regardless of the currency quoted in the order, the supplier bears the risk of currency fluctuations.
- 3.6 Payments do not imply that we recognise the delivery or service as being in accordance with the contract.
- 3.7 InnoFreight is entitled to transfer rights and obligations, resulting from the contractual relationship with the supplier, to another company of the InnoFreight Group. The supplier has no right to cancel the contract from the occasion of this transfer.

**4 Delivery date – Delayed delivery – Takeover**

- 4.1 The arranged terms of delivery and the delivery dates are binding. Terms of delivery run starting from admission of order.
- 4.2 Should it become apparent that agreements reached (e.g. quality features, deadlines, quantities delivered) cannot be adhered to, the supplier shall inform InnoFreight immediately, stating the reasons.
- 4.3 To guarantee the observance of time and terms of delivery, for goods the receipt at InnoFreight and for services the day of

termination of occupation is decisive. The supplier is bound to come up for the damage caused by delay.

- 4.4 In case of delayed delivery, the supplier has to pay a contract penalty of 3% of the costs pre-tax per calendar week.
- 4.5 InnoFreight is able to decline goods that are delivered before the stated delivery date and to send back or store the early delivered goods at a third party, at risk and for the account of the supplier.
- 4.6 All risks pass to InnoFreight only after acceptance of the delivery via handover certificate at the place of fulfilment.

**5 Shipping**

- 5.1 If not explicitly prearranged otherwise, deliveries are carried out carriage prepaid and without packaging. Risk of conveyance is always upon the supplier. The notice of receipt has to be viewed as a recognition of the goods received, but not as proper implementation.
- 5.2 Every delivery has to contain a packing slip and a delivery slip with information about supplier number, order number, item number and article description. Partial delivery has to be marked as such and the remaining quantity has to be indicated.
- 5.3 Without accompanying documents (e.g. handover certificate) the delivery won't be accepted as fulfilment of the contract, but at the option of InnoFreight and at the risk and cost of the supplier it will be stored, transferred or returned.
- 5.4 The supplier is bound to submit every necessary document and certificate immediately if needed, as well as giving information about quality, production, project and delivery.

**6 Warranty – Damages**

- 6.1 The supplier guarantees that the delivery possesses the agreed properties and conforms the acknowledged rules of technology at the place of fulfilment. Furthermore, he warrants that it complies with the existing safety regulations and the agreed specifications, dimensions, weights and other properties. Furthermore, the supplier commits to compliance with environmental standards and the relevant laws and regulations at the place of fulfilment.
- 6.2 In case of assignment of subcontractors, the supplier ensures that he demands the same requirements and minimum standard.
- 6.3 InnoFreight is able to partially cancel or request the execution at a later deadline, if, in case of force majeure, strike or lockouts the implementation of the contractual obligations is essentially hindered, without any claims being lodged towards InnoFreight. The contractor can resign on his part, if, in these cases, the execution of the order is unacceptable.
- 6.4 Faults will be notified immediately to the supplier, as soon as they are detected after the conditions of a proper business process. . The supplier hereby explicitly resigns from objection of delayed notice of defects. The notice of receipt does not count as recognition that the goods are free of faults. InnoFreight is entitled to all the warranty claims and damage claims for the whole delivery, in case that faults show at the execution of random samples.
- 6.5 The supplier must immediately remedy any defects occurring during this period at own expense on demand. All expenses and costs occur in connection with the removal of defects, for instance costs of transport, dismantling, installation or demurrage, shall be borne by the supplier.
- 6.6 InnoFreight is entitled to the right to choose between removal of defects a re-production/re-manufacturing in any case. If something has to be corrected, the amendment after the ineffective first attempt of subsequent improvement counts as failed.
- 6.7 In warranty cases the supplier bears the burden of proving that the defect didn't exist at the time of delivery for the entire warranty period.
- 6.8 In urgent cases, InnoFreight is able to, after messaging the

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supplier, repair faults at their cost and risk, regardless of Innofreight's other requirements.

- 6.9 Should occur some damage to Innofreight or their buyers caused by defective deliveries or services, the supplier is bound to cover for the damage. The supplier, who's not only distributor, has to vouch for the faults of his deliveries and services, even without default.
- 6.10 The supplier boundlessly vouches for the acquisition of the deliveries/services and the essential subcontracted supplies and services, even without default.
- 6.11 Furthermore, the legal regulations are effective for guarantee.

## 7 Withdraw – Responsibility

- 7.1 Innofreight is able to resign from the non-fulfilled parts of a contract if the supplier stops payments or if someone files for reorganization of their estate extrajudicially or judicially.
- 7.2 The supplier vouches for the claims that are lodged out of violation of trade mark rights and applications for trade mark rights at contractual use in their deliveries or services. They discharge Innofreight and their buyers of all claims of that kind. Innofreight commits to immediately inform the suppliers of all known risks of violation and alleged cases of violation, to give them the chance of counteracting towards the appropriate claims amicably.

## 8 Confidentiality - Privacy

- 8.1 The contractual partners obligate themselves to treat every unapparent trading and technical issue that emerges through business relations as business secret.
- 8.2 Both parties perform all required actions to prevent third parties from gaining unauthorized knowledge thereof. Dissemination of confidential information to third parties is only permitted subject to the advance written consent of Innofreight, as long as it is required for the fulfilment of the order.
- 8.3 The duty of confidentiality also extends to employees, agents and contracting parties and will not be cancelled by a terminated business relationship.
- 8.4 The supplier gives his explicit consent that Innofreight forwards data from the supplier (commercial register data, address, telephone and facsimile number as well as other information required for correspondence from modern communication tools, locations, contact person, ordered goods, supply volume) which become known to Innofreight with the respective business transaction, to other companies from the Innofreight Group.

## 9 Severability clause

- 9.1 Should an assignment of these conditions or the further reached agreements be or get ineffective, it doesn't affect the validation of the remaining conditions as well as the validation of the contract based on them. The contractual partners are bound to replace the ineffective assignment with an in the economical outcome matching arrangement.

## 10 Jurisdiction – Law – Place of fulfilment

- 10.1 The place of jurisdiction for all litigation arising from or related to the contractual relationship with Innofreight and the supplier is Handelsgericht Leoben, Österreich.
- 10.2 This contract shall be subject to the Austrian law, to the exclusion of non-mandatory rules of transfer and the UN Sales Convention.
- 10.3 Place of fulfilment for deliveries and services is the place of destination. Innofreight is entitled to sue the supplier in his own general court of jurisdiction.
- 10.4 In addition to these general purchasing conditions the relevant statutory provisions apply.