



GTC General Terms and Conditions of Innovation Development Alliance Ltd for Distributors in Europe
(excluding Germany –specific terms apply for Germany – AGB)

1. General / Scope

These general terms and conditions (hereinafter "GTC") govern the business terms and services between Innovation Development Alliance Ltd (hereinafter "IDA") and distributors.

A distributor is anyone who has concluded a distribution agreement with IDA or is recognized by IDA as a distributor.

By ordering products from our range, the GTC are deemed accepted. Deviating provisions require written approval by IDA to be valid.

2. Offer

IDA's offers are non-binding and not to be understood as binding offers. In particular, price and assortment changes are reserved.

All product information such as photos, specifications, accessory descriptions, etc., are provided without guarantee and do not constitute a warranty of characteristics.

Only the valid specifications at the time of delivery are decisive.

Product descriptions, images, and text data originate from IDA and are subject to IDA's exclusive usage rights.

IDA assumes no liability for the content of external websites or websites of linked dealers or other third parties.

3. Conclusion of Contract

IDA's offers are a non-binding invitation to the distributor to order goods from IDA. The distributor submits a legally binding offer to conclude a contract by sending the order and simultaneously accepting these GTC. The contract becomes legally valid when IDA accepts the offer by order confirmation via email or fax. Confirmed orders cannot be canceled or changed by the distributor without written consent from IDA. Contract conclusion is expressly subject to the availability of the ordered product.

4. Prices, Delivery (EXW), and Transfer of Benefit and Risk

All prices from IDA are ex-warehouse Germany (EXW according to INCOTERMS 2022) in EUR, excluding VAT. All additional costs such as shipping and packaging, any customs and insurance costs, and surcharges according to the chosen payment method will be charged separately and are fully borne by the distributor. IDA may change prices at any time. The price determination is



based on the time of order. Consulting and support services are not included in the sales prices. Technical changes, errors, typing, and printing mistakes are reserved. IDA delivers products ex-warehouse Germany (EXW according to INCOTERMS 2022). IDA assumes no liability once the distributor has taken possession of the goods at the factory. Benefit and risk transfer upon handover of delivery ex-works to the distributor. The conclusion of any insurance against transport damage or loss is solely the distributor's responsibility. Complaints related to transport must be made in writing immediately upon receipt of the products to the last carrier or its insurer. IDA is to be informed only for information purposes.

5. Delivery Dates and Conditions

Delivery times stated by IDA are indicative and not binding. If a delivery time cannot be met, the distributor is entitled to withdraw from the order after a written grace period of 30 days set by him has expired, but not to claim damages. IDA may cancel confirmed orders without cost consequences due to external, uncontrollable circumstances. IDA is entitled to partial deliveries.

6. Product Inspection by the Distributor

IDA guarantees the defect-free condition and functionality of the sold products according to IDA's product description at the time of delivery ex-works. Further warranties and guarantees are expressly excluded (see clause 7). The distributor undertakes to check the delivered goods immediately upon receipt for correctness, functionality, completeness, and intactness and to report any defects in writing within 10 calendar days stating reasons (possibly with photos) to IDA. Failure to do so results in forfeiture of defect rights, and only hidden defects will be recognized. Hidden defects must be reported immediately after discovery, but no later than 48 hours, in writing to IDA. In case of justified and timely complaints, IDA is entitled to either deliver a replacement or refund the purchase price against return of the goods. Other claims, especially for reduction or damages, are excluded. All parts of the original packaging must be retained in case of complaints.

7. Disclaimer of Liability

IDA excludes all liability to the extent permitted by law. This disclaimer applies in particular, but not exclusively, to direct or consequential damages caused by the use of the product acquired by the distributor on the distributor himself or third parties, as well as lost profits or other financial losses. In case of liability, the liability amount is limited to the value of the goods.

8. Payment Methods, Terms, and Default of the Distributor

IDA accepts advance payment of the total invoice amount before the ordered goods can be collected from the warehouse in Germany. The payment terms stated in the order confirmation apply.



9. Retention of Title

The ordered goods remain the property of IDA until full payment. Pledging, security transfer, processing, or transformation before transfer of ownership is not permitted without express written consent from IDA.

10. Online Sales

If the distributor wishes to sell the contract products online, he agrees to market the contract products exclusively through the designated website(s) mutually agreed by both parties and undertakes to comply with all legal regulations and the following distribution criteria:

The distributor will sell via the agreed designated company website(s). The domain name must be assigned to the distributor as operator, either as owner or with comparable control.

The website must be operated exclusively under the distributor's company name and trademarks; the domain name may not contain the company name or trademarks of HEINZELMANN or other seller trademarks.

If the distributor has acted without consent regarding this, he agrees to transfer all such websites containing registered trademarks of Heinzelmänn or the seller immediately and exclusively to the seller at contract end, with costs borne by the seller.

The distributor authorizes the seller to publish the website name, operator name, consultation hours, and images/videos of the online presence on the seller's website to facilitate discoverability.

11. Data Protection

IDA commits to protecting personal data of its distributors. Data collected during contract conclusion is processed and used to fulfil contractual obligations. Necessary data may be passed to service partners (logistics) or other third parties only within contract fulfilment. The latest version of IDA's privacy policy applies, accessible on IDA's website www.idalimited.com.

12. Jurisdiction and Applicable Law

In case of disputes, only the law of IDA's registered office applies. The Vienna Sales Convention is explicitly excluded. The exclusive place of jurisdiction for all disputes is the seat of IDA.

13. Compliance with International Sanctions

The distributor undertakes to comply with all applicable export and re-export laws and regulations, including sanctions and restrictive measures imposed by the United Nations, European Union, United States, and United Kingdom. In particular, the distributor agrees not to export or re-export goods and technologies listed in EU Regulation 833/2014 and EU Regulation 765/2006.



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Subject to change.