

CONTRACT

№ 19.10.23

Bursa

October, 19th 2023

The present Contract has been concluded between:

INOVEN MAKİNA PAZARLAMA DIŞ TİCARET LİMİTED ŞİRKETİ (hereinafter referred to as The Seller) represented by director **Fatih UÇAR** on one hand, and **INTERMAKİNA** (hereinafter referred to as The Buyer), represented by director on the other hand, on the following:

1. SUBJECT OF THE CONTRACT

1.1. According to the present Contract, the Seller shall sell and the Buyer shall buy and deliver products with trade mark of **inoven** on the territory of UKRAINE in the quantity and assortment as stated in the 18.10.2023 dated, 2023001010 numbered Proforma Invoice.

2. CONTRACT VALUE

2.1. Total value of the Contract amounts to 5.190 (five thousand one hundred only) EURO.

3. PRICES

3.1. The Total selling prices for the products supplied shall be agreed on EXW.

3.2. The price for the products supplied shall be agreed on EXW.

3.3. The price for the goods includes all costs for packaging, labelin and loading.

3.4. The prices which are indicated in proforma invoice by the Seller will be available until the proforma invoice's validity date.

3.5. The balance payment must be done by the Buyer not later than 4 weeks from the day of the Seller's declaration of products' readiness. If this period is exceeded, the Seller has the right to make changes to the prices.

4. TERMS OF PAYMENT AND ORDERS

4.1. Payment for deliveries shall be made in EURO.

4.2. Payment shall be made by the Buyer to the bank account which is indicated by the Seller in proforma invoice.

4.3. Payments shall be effected according to the invoices of the Seller (Cash in Advance: %30 Down Payment with Order and %70 Balance Payment before the shipping)

4.4. Payments will be declared to the Seller by the Buyer via email not later than 2 days.

5. TERMS OF DELIVERY

5.1. Terms of delivery Exworks(Incoterms 2020) - Küçükbalıklı Mahallesi, Çağlayan Sokak, No:17-19/A Osmangazi,Bursa, TURKEY

6. DELIVERY TERMS

- 6.1.** Delivery to the Buyer by the Seller is 35(thirty five) days from the receipt day of the Buyer's down payment by the Seller.
- 6.2.** Full payment of the order must be received by the Seller for the shipping of the products to the Buyer.
- 6.3.** The Seller has right to postpone the shipping if the payment is not made on time by the Buyer. All costs arising from this situation must be covered by the Buyer.

7. THE PRODUCT QUALITY AND PACKAGE

7.1. The Seller shall supply products in accordance with generally accepted conditions and in conformity with the Seller's technique available on the date of supply.

8. WARRANTY TERMS AND SPARE PARTS

8.1. The warranty covers manufacturing failures and all electrical components for 24 months starting from the shipping day from factory. During warranty period, the parts will be sent to the Buyer without any cost. For the correct detection of problems and proper technical support, the Buyer must share the necessary informations with the Seller.

8.2. However warranty does not cover misusages, improper electric, water, ventilation connections, damages made by external factors, incorrect transportation or storage by the Buyer or end user.

8.3. Once the warranty period is over, the Seller still shall provide the same or equivalent spare parts for 5 years. But cost and freight of the spare parts shall be paid by the Buyer.

9. CLAIMS

9.1. Claims regarding quality and quantity of the products supplied shall be furnished in writing and addressed to the Seller not later than on the third day from the receipt of goods by the Buyer.

10. FORCE MAJEURE

10.1. In the event of force majeure (for instance, in case of invincible events, strikes, walk-outs, natural calamities, revolutions, civil war), the Seller and the Buyer shall be released from their obligations for the period and in the scope of such force majeure event.



11. ARBITRATION

11.1. All the disputes arising out of or related to the present contract, shall be settled by arbitration under the Rules of the Chamber of Arbitration of Bursa (the Rules), by a sole arbitrator, appointed in accordance with the Rules.

11.2. The Arbitral Tribunal shall decide in accordance with the rules of law of Turkey.

11.3. The seat of the arbitration shall be Bursa.

11.4. The language of the arbitration shall be English.

12. MISCELLANEOUS

12.1. All amendments and alterations to the present Contract for Supply shall constitute its integral part and come into force only if they are executed in writing and signed by both Parties.

12.2. The signed Contract for Supply and possible amendments and alterations hereto shall be considered valid if faxed or mailed.

12.3. The present Contract for Supply is issued in English, consists of 3 pages, one copy for each Party.

13. VALIDITY OF THE CONTRACT

13.1. The present Contract comes into force after it is signed by the both Parties and with the receipt of down payment of the Buyer by the Seller.

13.2. The Contract is valid during the warranty period.

Herein, this contract in date of _____ has been signed between both parties mentioned below:

BUYER:

SELLER:

INTERMAKINA

**İNOVEN MAKİNA PAZARLAMA DIŞ TİCARET
LİMİTED ŞİRKETİ**

Legal Address: 03067, Kyiv city, Solomyanskyi district,
Mashinobudivna street, building 41.

Legal Address: Küçükbalıklı Mahallesi, Çağlayan
Sokak No:17-19/A, Osmangazi,Bursa,TURKEY

Phone: +380 67 888 5003

Mail: export@inoven.com.tr

Bank Name: JSC CB "PRIVATBANK"
Account No: UA553052990000026008041609614
SWIFT CODE: 45281668

Phone: +90 224 342 63 61
Mob: +90 533 025 40 80

Bank Name: Vakıf Katılım Bank
IBAN: TR12 0021 0000 0002 0152 2001 02
SWIFT CODE: VAKFTRIS

General Manager:

General Manager: Fatih UÇAR