



General Terms and Conditions of Delivery and Sale

1. Validity

The following terms and conditions of delivery and sale shall apply to all contracts, deliveries and other services. Any terms and conditions of business and other restrictions of the purchaser are hereby rejected. Conditions of the purchaser shall not become part of the contract even through our acceptance of the order. Verbal agreements that deviate from the written content of the contract require our written confirmation to be legally effective.

2. Offer and Conclusion

2.1 Our offers are always subject to change; information in brochures or other public product descriptions, catalogues, advertisements, documents, illustrations, drawings and the like are only approximate and do not determine the quality of our deliveries and services.

2.2 Unless otherwise agreed, contracts shall only be concluded upon our written order confirmation.

2.3 We retain ownership and copyright of cost estimates, drawings, technical documentation, documents and similar information of a tangible and intangible nature - also in electronic form; they may only be made accessible to third parties after express approval.

3. Delivery and Scope of Services

3.1 The acceptance of orders is subject to the possibility of delivery without limitation to the case of force majeure.

3.2 Unless otherwise agreed, the scope and quality of deliveries and services shall be determined exclusively by our written order confirmation. Information on the quality of our deliveries and services shall not constitute a guarantee. Subsidiary agreements and amendments require our written confirmation.

3.3 In the case of loose loading, we reserve the right to deliver up to 5% more or less than the quantity ordered. The weight determined by our loading point shall be decisive for the calculation. We do not recognize any other determinations. We shall be entitled to make partial deliveries; they shall be deemed to be individual transactions with regard to invoicing, notices of defects, payment deadlines, etc.

3.4 If delivery of the goods is arranged by us on behalf of the customer, we shall be free to choose the transport route and the transport company. Any liability on our part shall be excluded; we shall assign any claims against the transport company to the customer.

3.5 All material samples are taken from the current production and are to be understood as average samples. They shall be regarded as non-binding view samples intended to show the approximate character of the goods and not as an assurance of the quality of the goods to be delivered and already delivered.

3.6 Commissioning of the filter systems shall be carried out by the customer. The necessary auxiliary and training personnel shall also be provided by the customer for this purpose. Brief instructions and/or extended training and instruction in the aspects of the filter material and the operation of the filter system for the Customer's personnel shall only be provided by us if this has been expressly contractually agreed between us and the Customer. The customer will be charged separately for any expenses incurred in this connection. We shall provide general technical advice and advice in the form of training and instruction to the best of our knowledge based on our findings and experience. No claims against us may be derived from such advice.

3.7 The purchaser must check the goods for their suitability for his intended use.

Upon delivery of the goods, the customer shall ensure that the construction site is in a clean condition and that the functionality of the filter systems is guaranteed. We will not accept any claims that can be traced back to soiling of the installations and the warranty will not apply. Likewise, assembly work will not be carried out by us in the event of soiling and additional costs will be charged to the customer.

4. Delivery Time

4.1 The delivery periods and dates are only approximate, unless a written promise has been expressly given as binding. The delivery period shall commence with the dispatch of the order confirmation, but not prior to the provision of the documents, approvals, release to be obtained by the Customer and receipt of any agreed down payment. The delivery period shall be deemed to have been complied with if the delivery item has left the factory or notification of readiness for dispatch has been given by the time the delivery period expires.

4.2 Compliance with the delivery period shall be subject to the fulfillment of the contractual obligations of the Purchaser. If circumstances for which we are not responsible unreasonably impede or delay the execution of accepted orders, we shall be entitled, after informing the Purchaser, to make the delivery, partial delivery or remaining delivery only after the obstacles have ceased to exist or to withdraw from the contract in whole or in part. The delivery period shall be extended appropriately in the event of measures within the scope of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen



hindrances beyond our control, insofar as such hindrances demonstrably have a considerable influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at our sub-suppliers.

4.3 We shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay. We shall inform the customer of the beginning and end of such hindrances as soon as possible.

4.4 If the customer suffers damage due to a delay caused by our fault, he shall be entitled to claim compensation for the delay. Such compensation shall amount to ½ per cent for each full week of delay, but not more than 5 per cent of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. Damages in excess of this shall only be compensated in the cases set out in Section 10.

4.5 The Purchaser may withdraw from the contract if the entire performance becomes impossible for us before the passing of risk. The Purchaser may also withdraw from the contract if, in the case of an order, it becomes impossible to perform part of the delivery and the Purchaser has a justified interest in refusing a partial delivery. If this is not the case, the customer shall pay the price attributable to the partial delivery. The same shall apply in the event of inability on our part. Section 10 shall apply in all other respects.

4.6 If the impossibility or inability to perform occurs during the Purchaser's default in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, the Purchaser shall remain obligated to counter-performance.

5. Price and Terms of Payment

5.1 Prices are subject to change without notice and are subject to increasing cost prices between the submission of the offer and the acceptance of the order and its execution. During the execution of a contract, we shall be entitled to increase prices at any time. If the buyer does not object within 3 days, the increased price notified by us shall apply to all deliveries following our letter. If the Buyer objects, we shall not be obliged to make further deliveries.

5.2 Offers regularly lose their validity after three months, unless a longer period of validity has been agreed in writing.

5.3 The prices also include the agreed packaging in accordance with our offer or our order confirmation.

5.4 Unless expressly agreed otherwise, invoices shall be due for payment immediately and without deduction.

5.5 In the event of default in payment, interest shall be charged at a rate of at least 8 percent per annum above the prime rate of the Deutsche Bundesbank applicable at the time.

5.6 Non-compliance with the terms of payment as well as circumstances which become known to us after conclusion of the contract and which are likely to reduce the creditworthiness of the customer shall result in the immediate maturity of all our claims; furthermore, in such a case we shall be entitled to carry out outstanding deliveries only against advance payment or provision of securities customary in banking or to withdraw from the contract after a reasonable period of grace and to claim damages.

5.7 Offsetting with claims other than undisputed or legally established claims is excluded.

5.8 Complaints by the purchaser shall not affect the obligation to pay or the due date; the purchaser waives the right to assert rights of retention.

6. Transfer of Risk, Acceptance, Acceptance

6.1 The risk shall pass to the customer at the latest upon dispatch of the delivery parts, even if partial deliveries are made or if we have assumed other services, e.g. the shipping costs or delivery and installation. If acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out immediately after our notification of readiness for acceptance. The customer may not refuse acceptance in the event of an insignificant defect.

6.2 If the transport is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer from the day of readiness for dispatch. In such a case, we shall be entitled to charge the customer for the costs incurred for storage. Unless otherwise agreed, at least ½ per cent per month of the value of that part of the total delivery which is stored by us from the date of notification of readiness for dispatch shall be agreed as a lump sum for costs. The parties shall be at liberty to prove higher or lower costs.

6.3 The risk shall also pass to the Purchaser if the start, performance of installation or assembly, commissioning and acceptance is postponed for reasons for which the Purchaser is responsible or if the Purchaser is in default of acceptance.

6.4 The provisions of Section 6 shall also apply to partial deliveries.

7. Retention of Title

7.1 If the delivery item has been delivered prior to payment of all amounts owed by the Purchaser under the contract, it shall remain our property until payment has been made in full, insofar as this is permissible under the law in whose area the delivery item is located. If the latter does not permit the retention of title, but does permit the reservation of other rights to the delivery item, we may exercise all rights of this kind. The customer shall be obliged to cooperate in any measures we take to protect our right of ownership or, in lieu thereof, any other right to the delivery item.



7.2 Until the delivery item has been paid for in full, the purchaser shall insure it adequately at its own expense against all risks and damage.

7.3 If, in connection with the payment by the Purchaser, a liability on a bill of exchange is established for us, the reservation of title shall not expire before the bill of exchange has been honored by the Purchaser as drawee.

7.4 The customer may neither pledge the delivery item nor assign it as security. In the event of seizure, attachment or other dispositions by third parties, he shall notify us thereof without delay.

7.5 The Purchaser may resell the delivery item only with our express written consent. The Purchaser hereby assigns to us all claims in the amount of the invoice value of the goods subject to retention of title which accrue to the Purchaser from the resale of goods subject to retention of title, also within the scope of contracts for work and services and contracts for work and materials, against the customer or against third parties. We accept the assignment. The Purchaser shall be obliged to inform its customers of the assignment to us and to provide us with the information and documents required to assert the claim upon request.

7.6 If the customer is in default with the fulfillment of his contractual obligations towards us, we shall be entitled to demand the return of the reserved goods from the customer without withdrawing from the contract. Withdrawal from the contract in the event of repossession of the goods subject to retention of title shall only be deemed to be a withdrawal from the contract if we expressly declare such withdrawal in writing.

8. Material Defects

8.1 All parts or services which prove to be defective as a result of circumstances prior to the passing of risk shall, at our discretion, be repaired, replaced or provided again. Replaced parts shall become our property. The Purchaser shall immediately notify us in writing of any material defects.

8.2 The customer shall first grant us the opportunity to remedy the defect within a reasonable period of time. Notwithstanding the claims for damages pursuant to Section 12, the Purchaser may - after a second unsuccessful attempt at subsequent performance and unless the nature of the item or defect or other circumstances indicate otherwise - rescind the contract or reduce the price. The Purchaser shall only be entitled to a price reduction if the defect is insignificant.

8.3 The Purchaser's right to assert claims based on defects shall expire twelve months after delivery or acceptance.

8.4 Claims for defects shall not exist in the event of faulty assembly or commissioning and operation of the filter system and faulty introduction of the filter material by the customer or third parties, natural wear and tear, use of unsuitable operating and production equipment, improper modifications, repairs, maintenance and inspections of the filter system by the customer or third parties.

8.5 Claims for defects shall also not exist if the customer, as an entrepreneur, modifies our goods, uses them or mixes them with other materials or with the goods of other suppliers himself or has this done by others. In these and similar cases, the goods shall be deemed to have been approved by the Purchaser, unless the Purchaser proves that the modification, use or mixing did not cause the defect. The Purchaser shall also bear the burden of proving that the defect could not have been detected during a proper usability test. We shall not be responsible for changes in material quality caused by unauthorized transport of our goods.

9. Defects of Title

9.1 If a third party asserts justified claims against the customer due to the infringement of industrial property rights or copyrights, we shall, at our discretion and at our expense, obtain a right of use or modify or replace our deliveries and services in such a way that the infringement of industrial property rights does not exist. If this is not possible at reasonable expense, both we and the customer shall be entitled to withdraw from the contract.

9.2 Section 9.1 shall apply only under the following conditions: The purchaser must notify us immediately in writing of any claims by a third party. He must not acknowledge the infringement and must authorize us to conduct a judicial or extrajudicial dispute with the third party on our own. The claims of the third party must not be based on the fact that the Purchaser has modified the delivery item or used it under different conditions of use or with parts not supplied by us.

9.3 Furthermore, we do not assume any liability for the fact that the products manufactured with the delivery item do not infringe any third-party property rights.

9.4 Otherwise, we shall be liable in accordance with Section 10.

10. Compensation for Damages

10.1 Claims for damages and reimbursement of expenses of the Purchaser, irrespective of their legal basis, shall be excluded.

10.2 This shall not apply in cases of mandatory liability under the Product Liability Act, in cases of intent, gross negligence, injury to life, body or health, fraudulent concealment of defects or guaranteed absence of defects, culpable breach of fundamental contractual obligations. However, the claim for damages and expenses for the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, body or health.



10.3 To the extent that the Purchaser is entitled to claims under this Section 10, such claims shall become statute-barred upon expiry of the limitation period applicable to claims for material defects pursuant to Section 8.3. In the case of intentional or fraudulent conduct and in the case of claims under the Product Liability Act, the statutory limitation periods shall apply.

10.4 Samples shall only be considered as evidence if they have been taken and handled in accordance with the regulations in the presence of a person specially authorized by us for this purpose.

11. Place of Jurisdiction and Choice of Law

11.1 In the event of any disputes arising from the contractual relationship, legal action shall be brought before the court having jurisdiction over our principal place of business. However, we shall also be entitled to bring an action at the customer's principal place of business.

11.2 The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods of the Vienna UNCITRAL Convention of 11.04.1980 (CISG) is excluded. The INCOTERMS shall apply to the interpretation of contractual formulas customary in trade.

Other

1. Any transfer of rights and obligations of the Purchaser under the contract concluded with us shall require our written consent in order to be effective.

2. Should a provision be or become void, the validity of the other provisions shall remain unaffected.

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