



General Terms and Conditions

1. Conclusion of Contract

All deliveries, services and offers are carried out exclusively in accordance with these General Terms and Conditions (T&C).

- 1.1 All offers shall be unbinding and without obligation unless they have been expressly described as binding. A Contract is only concluded with our written order confirmation. It is based solely on the contents of the order confirmation and these terms which the customer recognises by the placing of the order or at the latest with the receipt of the goods. We hereby reject all terms and conditions of the customer that deviate or differ from these T&C unless acknowledged in writing. Our T&C shall also apply in the event that we execute the order without reservation and accept the customer's deviating or differing T&C. Counter-confirmations from the customer with regard to its own terms and conditions are hereby rejected.
- 1.2 Additional agreements and amendments of these conditions shall require our written confirmation. The customer shall be notified of amendments to these T&C in writing. If the customer does not dispute such amendments within 4 (four) weeks after being notified, the amendments shall be considered agreed. Future orders from the customer shall then take place on the basis of the amended T&C. With regards to the right of appeal and the legal consequences of silence, the customer shall be informed separately in the event of amendments to the T&C.
- 1.3 Documents forwarded in connection with offers such as drawings, diagrams, measurements and data regarding productive efficiency, weight or space and force required are only binding if these are expressly agreed in writing or at least confirmed by us. We shall retain the ownership and copyright of these documents and of cost estimates. They may not be made available to third parties and shall be returned immediately on request.

2. Prices and Payment

- 2.1 Our prices are understood to be ex works Hofheim-Wallau. The filter prices include packaging, the prices for filtration media only include packaging in the case of the acceptance of whole boxes. The relevant statutory VAT shall be added to this. Insofar as the agreed prices are based on our list prices, and the delivery occurs more than four months after conclusion of the contract at the wish of the customer, the list prices at the time of delivery shall apply (less any agreed percentage or fixed discount). If the new list price exceeds the old by more than 20%, the customer is entitled to cancel the order.
- 2.2 In principle, payments must be made in cash at our place of business and they are due within 30 days after the invoicing date.
Payment shall be offset against the oldest debt, if necessary initially on costs incurred and then on interest. We only accept bills of exchange and cheques on account of performance upon special arrangement and without any further costs and charges for us. A payment shall only be deemed to have been made once we are able to access the amount. In the event of a default in payment by the customer we are entitled to charge the sum of EUR 5.00 as well as the applicable statutory default interest for the customer and the trader, regardless of further claims for each reminder with the exception of the first reminder. This shall not affect other rights to which we are entitled.
- 2.3 The customer shall be entitled to offset or withhold payment, or to a reduction, only if his claims are legally binding or recognised by us. The transfer of the customer's rights from the contractual relationship to us, with the exception of claims for payment, is only permitted with our prior consent.
- 2.4 We shall be entitled to perform or provide outstanding deliveries or services only against advance payment or security, if after the conclusion of the contract circumstances become known which could substantially diminish the creditworthiness of the customer and which would threaten the payment by the customer of our outstanding claims from the respective contractual relationship (including other individual orders for which the same framework agreement applies).

3. Delivery and Transfer of Risk

- 3.1 The dates and periods stipulated by us shall not be binding unless otherwise expressly consented to by us or agreed in writing.

- 3.2 Delivery periods and dates shall be adhered to if the conditions of the transfer of risk are given according to these terms before its expiry. Unforeseeable and unavoidable events such as an act of God, war or war-like circumstances, official orders, unrest, transport delays, strikes, lock-outs or other manufacturing disruptions as well as other disruptive events, which we are not responsible for, release us from the obligation to deliver on time for as long as such events persist, if they have a significant impact on our ability to deliver. This shall also apply if there is already a delay when such events occur or if they occur to our suppliers or sub-suppliers. Ongoing delivery deadlines shall be reasonably extended. If the disruptive events persist for longer than three months, we are also entitled to withdraw partially or completely from the contract. We shall inform the customer appropriately upon the onset of such events.
- 3.3 We shall be liable for a delay in performance in cases of wilful intent or gross negligence in accordance with legal provisions. If a delivery date is exceeded by more than three months and if a subsequent deadline from the customer of at least 2 weeks expires unsuccessfully, the customer may withdraw from the contract. Additionally, he may request compensation for damage caused by the delay if we have caused this by at least gross negligence. Such a damages claim shall amount at the most to 0.5 % of the value of the part of the delivery affected by the delay for each full week of the delay, but not more than a total of 10% of it. This limitation shall not apply in cases of intent, gross negligence or due to injury to life, limb or health. Any change to the burden of evidence to the detriment of the customer shall not be linked to the aforementioned regulations.
- 3.4 The risk shall pass to the customer with the transfer of the goods in Hofheim-Wallau to the carrier. If the transfer or shipment is delayed for reasons which are the fault of customer, the risk shall transfer to him on the day that the dispatch is ready; the payment deadline begins on the same day according to Section 2.2.

4. Retention of Title

- 4.1 Until satisfaction of all current or future claims owed to us against the customer which result from this agreement, the following securities shall be granted to us, which we will release on request at our discretion if their value should subsequently exceed the claims by more than 20%.
- 4.2 The items delivered shall remain our property until all claims against the customer arising from this agreement are settled. The purchaser is prohibited from pledging or transferring ownership of these items during the period of retention of title. The customer shall be entitled to process and sell the goods subject to retention of title within the ordinary course of business. He shall retain the title to the goods subject to retention of title until full payment by its customers. The item resulting from this processing shall be referred to as the "new product" and shall be stored by the customer with the due diligence of a prudent businessman.
- 4.3 In the event of processing with other items not belonging to the contractor, the contractor shall have joint ownership of the new product in a share reflecting the ratio of the value of the processed, mixed or joined delivery item to the value of the other processed goods at the time of processing. Insofar as the customer acquires sole ownership of the new product, we agree with the customer that the customer shall grant us joint ownership of the new product in a share reflecting the value of the processed delivery item to the value of the other processed goods at the time of processing.
- 4.4 By way of security, the customer shall assign to us, at the outset and in full, any debt claims (including all current account balance claims) arising from such resale or other legal basis (insurance, unlawful act) with regard to the goods that are subject to retention of title. We duly authorise the customer to collect debt claims assigned to us on our behalf in its own name. This collection authorisation can only be revoked if the customer does not fulfil their obligations to us as necessary. If the customer sells the goods which are subject to retention of title together with other goods, then the assignment shall only apply in the amount of the portion of the total claim, which corresponds to the purchase price agreed between the customer and us for the goods concerned plus 20% of the price.
- 4.5 In the event that third parties have access to the goods that are subject to retention of title, the customer shall make reference to our title to the goods and inform us immediately, handing over all necessary documents. Any costs and damages shall be borne by the customer.
- 4.6 If the customer defaults in his obligations to us, we may, irrespective of our other rights, take back the goods which are subject to retention of title and dispose of them in some other way in order to recover claims due from the customer and where appropriate we may request the assignment of the handover claims of the customer against any third parties. In this case the customer shall allow us or the party named by us immediate access to the goods which are subject to retention of title and shall hand these over. The recovery and seizure of the goods that are subject to retention of title by us is not regarded as a withdrawal from the contract.

5. Warranty

- 5.1 We shall accept liability for defects in delivery, including a lack of properties which were expressly guaranteed, excluding all further claims as follows:
Parts are to be mended according to our reasonable discretion with respect to the options available, or they may be redelivered, if they are proved as unusable due to circumstances prevalent before the transfer of risk or if their use is considerably impaired within 6 months of the transfer of risk (3 months in the case of multi-shift operations). Such defects should be reported to us immediately. Replaced parts shall remain our property.

In the case of third-party products, our warranty and liability shall only apply if the customer has first made an unsuccessful claim against our supplier.

- 5.2 Regardless of the legal grounds, the limitation period for claims and rights due to defects of the delivery item amounts to a year. This shall not apply in the case of Section 438 I No. 1 and 2 of the German Civil Code as well as Section 634 a I No. 2 of the German Civil Code, in the case of works at the time of acceptance. The limitation periods shall apply for all compensation claims against us which are associated with the defect, irrespective of their legal basis.
- 5.3 Furthermore, no warranty or liability is assumed for damage resulting from the following reasons:
Unsuitable or improper use, faulty assembly or commissioning, modifications, maintenance or repair attempts by the customer or third parties, improper or negligent treatment, unsuitable equipment, replacement materials, defective construction work, unsuitable foundations, chemical, electro-chemical or electrical influences.
- 5.4 In order to execute all repairs and replacements which we deem necessary according to our reasonable discretion, the customer must give us the time and opportunity necessary to do this after having been informed. Only in urgent cases of danger to operational safety and to prevent excessive damage, whereby we must be immediately notified, or if we delay in rectifying the fault, is the customer entitled to rectify the fault himself or have it rectified by a third party and to request a reimbursement of the necessary costs from us.
- 5.5 From the direct costs resulting from the repair or the replacement delivery, we shall pay - insofar as the dispute proves to be justified- for the costs of the replacement item including postage as well as the reasonable costs of disassembly and assembly. Furthermore, if this can be reasonably demanded according to the individual case, the necessary costs for any provision of our workers shall also be paid. Otherwise, the customer shall be responsible for the costs.
- 5.6 The limitation period under Section 5.2 shall apply for the replacement item and the repair whereby the period begins with the delivery of the original item, and lasts at least until the expiry of the original warranty period for the delivery item. The limitation period for liability for defects to the delivery item shall be extended by the duration of the service interruption caused by the repair works.

6. Liability

- 6.1 We shall be liable in cases of wilful intent or gross negligence in accordance with statutory provisions. Otherwise we shall only be liable according to the Product Liability Act, due to damage to life, limb or health or due to a culpable breach of a fundamental contractual obligation, in particular with regards to guarantee bonds. A claim for damages arising from a breach of fundamental contractual obligations is restricted here to foreseeable contractual damages. This liability restriction shall also apply in cases of gross negligence where none of the exception cases listed in this article are present.
- 6.2 The liability for damages by the delivery item to objects of legal protection belonging to the customer e.g. damages to other property, is excluded unless wilful intent, gross negligence or the exception cases listed in 6.1 are present.
- 6.3 For all other cases, we shall be liable to a maximum of the price paid by the customer for the goods or services.

7. Final Provisions

- 7.1 The warranty and liability limitations under sections 5 and 6 shall apply subject to the following terms:
 - they shall not generally apply in the event of wilful intent;
 - they shall not apply if we fraudulently hide a defect or have offered a guarantee for the properties of the delivery item;
 - they shall not apply in the event of injury to life, limb or health or freedom, for claims according to the Product Liability Act, for a breach of obligations due to gross negligence or in the event of a culpable breach of fundamental contractual obligations.
- 7.2 Insofar as the contract or these General Terms and Conditions contain omissions, those legally valid provisions shall be agreed which the contracting parties would have agreed according to the economic aims of the contract and the purpose of these General Terms and Conditions, had they been aware of the omissions.

Note:

The contractor must note that the seller may save information from the contractual relationship for the purposes of information processing according to Section 28 of the Federal Data Protection Act and reserves the right to transfer the information to third parties (e.g. for insurance) where this is necessary for fulfilling the contract.

- 7.3 The place of performance shall be the registered office of our company and the exclusive place of jurisdiction shall be Frankfurt am Main, even for legal action involving cheques and bills of exchange. However, we are authorised to take action against the customer at any other place of jurisdiction.

7.4 The law of the Federal Republic of Germany shall apply. The United Nations Convention of 11th April 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

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