

## GENERAL TERMS AND CONDITIONS OF AIRMATIC FILTERBAU GMBH

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Our deliveries and services are made exclusively on the basis of these General Terms and Conditions. These GTC therefore also apply to all future business relations, even if they are not expressly agreed upon again. These GTC will be deemed accepted at the latest on receipt of the products. It is hereby objected to any counter-confirmations from the contractual partner containing references to its own general terms and conditions. Deviations from these General Terms and Conditions shall be effective only if we explicitly confirm them in writing. This also applies to changes to this requirement of the written form.

### 1. Conclusion of the contract

- 1.1. Our offers are non-binding, unless an explicit reference is made to their binding character. An order submitted to us shall be regarded as an offer in the definition of Sec. 145 BGB [German Civil Code]. We have the right to accept offers within 2 weeks from receipt by us.
- 1.2. Drawings, illustrations, dimensions, weights and other performance data shall be binding only if they are expressly agreed in writing.

### 2. Deadlines for deliveries/delay

- 2.1. Indications of delivery periods are non-binding. Adherence to the agreed deadlines for deliveries requires the timely receipt of all documents and to be delivered by the contractual partner, and the receipt of any required permits and releases, in particular plans, as well as the contractual partner's fulfilment of the agreed terms of payment (in particular, payment of an agreed first instalment) and other obligations.
- 2.2. An obligation to adhere to delivery periods agreed in writing shall be accepted only on the condition of an uninterrupted manufacturing process. Force majeure, e.g. mobilisation, war, unrest, terrorism, pandemics or similar events occurring at our companies or at one of our suppliers and carriers shall release us from the duty of timely delivery and extend the delivery period for the duration of the obstruction. Shortages of energy and raw materials, orders by authorities, consequences of labour disputes, traffic and operational disruptions, etc. shall also result in a suspension of our delivery duties and extend our delivery periods. If the mentioned disruptions lead to an impossibility of the performance, we shall have the right to fully or partly withdraw from the contract.

### 3. Reservation of title

- 3.1. We reserve the title to the delivered products up until the payment of all claims all claims resulting from the business relationship – regardless of their legal reason – including any claims arising in the future or any conditional claims.
- 3.2. In the event of any actions by the contractual partner that are contrary to the contract, in particular in the event of a default on payment, we shall be entitled, after idle expiration of an appropriate grace period set by us, to withdraw from the purchase agreement and demand the surrender of the products in our ownership.
- 3.3. The contractual partner is obligated to treat the purchased object with care; in particular, the contractual partner is obligated to purchase sufficient insurance the products subject to the reservation of title, notably for fire, water damages, and theft. Insurance claims in result of a damage event affecting the products subject to the reservation of title, in the amount of the value of the products subject to the reservation of title, are hereby be assigned to us on this day already.
- 3.4. In the event of seizure or other interference by third parties regarding products subject to the reservation of title, the contractual partner shall inform us immediately in writing so that we can assert our rights against the third party. Insofar as the third party is unable to refund us for the costs in and out of court for legal action, the contractual partner shall be liable for the loss incurred.
- 3.5. The contractual partner is entitled to resell the products subject to the reservation of title only in the ordinary course of business. It hereby assigns to us on this day already all claims, arising for it against the buyer or third parties from the resale, in the amount of the invoiced total of our receivables (including value added tax). In case the products subject to the reservation of title are sold unprocessed or after processing, or in combination with objects that are the exclusively property of the contractual partner, the contractual partner hereby assigns to us on this day already the claims arising for it from the resale, in the amount of the invoiced total of our receivables (including value added tax).
- 3.6. We hereby accept the assignments under sections 3.3 and 3.4.
- 3.7. The claim assigned to us by the contractual partner in advance also applies to the acknowledged balance and, in case of the buyer's insolvency, to the then existing "causal" balance.



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3.8. The contractual partner shall be authorised to collect these receivables also after the assignment. Our authority to collect these receivables ourselves remains unaffected thereof. However, we undertake not to collect the receivables for as long and insofar as the contractual partner fulfils its payment obligations, does not default on payment, and particularly, for as long as no application for the opening of insolvency or similar proceedings has been filed. If this is the case, however, we may demand that the contractual partner disclose the assigned receivables and their debtors, and that it provides all information required for collection, surrenders the related documents and informs the debtors (third parties) of the assignment.

3.9. Any potential conditioning or processing of the products subject to the reservation of title shall be done by the contractual partner on our behalf, without any obligations arising for us from this. In case of processing, combination, blending or mixing of the products subject to the reservation of title with other products that are not our property, we shall be entitled to partial co-ownership of the new object created in the process at the rate of the value (invoiced amount including value added tax). If the contractual partner acquires the sole ownership of the new object, we and the contractual partner agree that the contractual partner shall grant us co-ownership of the new object in proportion of the value of the processed or combined, blended or mixed products subject to the reservation of title and that it shall retain this object for us free of charge.

#### **4. Warranty for material defects**

We shall be liable for material defects to the exclusion of further claims, without prejudice to Sec. 5 of these Terms, as follows:

4.1. The contractual partner's warranty rights require that it has duly fulfilled its obligations for inspection and notification of defects pursuant to Sec. 377 HGB [German Civil Code] correctly and without delay.

4.2. To the extent of our obligation under the warranty for defects, we shall perform subsequent fulfilment, notably at our choice by either free repair of the defect or new delivery, or we shall take the delivery back against a refund of the purchase price.

4.3. We have the right to refuse subsequent fulfilment or replacement delivery pursuant to Sec. 439 (4) BGB if such is feasible only at disproportionate costs.

4.4. If subsequent fulfilment fails, the contractual partner shall be entitled at its choice to withdraw from the contract or request a reduction of the price.

4.5. Statutory recourse claims of the contractual partner according to Sec. 445a BGB (entrepreneur's recourse) shall apply only to the extent that the contractual partner has not made any agreements with its buyer going beyond the statutory warranty claims and to the extent that we have caused the defect.

4.6. The limitation period for claims of material defects on the products shall be 12 months from the date of the transfer of risk. No warranty for material defects applies to products, which we do not deliver as new products according to agreements.

The statutory time limits apply to claims under the Product Liability Act and liability for culpable injury to life, body or health.

#### **5. Total liability**

5.1. Unless stated otherwise below, our liability – regardless of the legal reason – shall be excluded. This applies in particular to damage compensation claims resulting from fault in the conclusion of the contract, fault for other breaches of duty or tort claims for the compensation of property damages according to § 823 BGB.

5.2. The foregoing liability exclusion shall not apply to damage compensation claims, which are based on intent and gross negligence, including intent and gross negligence of our representatives or vicarious agents, nor in the case of a breach of essential contractual duties. It shall furthermore not apply if defects have been fraudulently concealed or if their absence has been guaranteed.

5.3. In case of negligent breach of essential contractual duties, the liability for damage compensation shall be limited to the predictable, typically occurring damage.

5.4. Claims under the Product Liability Act and liability for culpable injury to life, body or health shall remain unaffected.

5.5. Insofar as our liability for damage compensation is excluded or limited, this shall also apply with regard to the personal liability for damage compensation of our employees, workers, staff, representatives and vicarious agents.

#### **6. Transfer of risk/ Partial delivery/ Call-off orders**

6.1. Unless determined otherwise in the order confirmation, the risk in all transactions, including freight-paid deliveries, shall transfer to the contractual partner on the handover of the products to a carrier or freight forwarder, at the latest when the products leave the factory. Upon instruction and payment of costs, we will arrange for transport insurance cover.

6.2. If the shipment is delayed due to circumstances within the contractual partner's responsibility, the risk shall transfer to the contractual partner on the date of the readiness for shipment.

6.3. Partial deliveries shall be permissible to a reasonable extent.



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6.4. In case of call-off orders, we shall have the right to manufacture or commission the manufacturing of the entire order quantity in one sweep. Unless this has been expressly agreed upon, it will not be possible to consider any change requests after the order is placed. If the products are not called off in accordance with the contract, we shall be entitled to invoice them as delivered after an appropriate grace period has passed.

## 7. Prices and terms of payment

7.1. Unless stated otherwise in the order confirmation, our prices apply ex-factory plus the statutory value added tax. Freight and packaging will be charged separately. Deductions of a discount require a separate agreement.

7.2. Subject to a different contractual agreement, payments shall become due for payment without deduction 30 days from the invoice date. If the contractual partner is in default of payment, we shall have the right to demand statutory default interest in accordance with Sec. 288 BGB.

7.3. Offsetting or a right of withholding shall be permissible only against an undisputed claim or a claim found valid by final judgment.

## 8. Copyrights

8.1. Technical documents, illustrations and drawings that have been made available to us shall remain our property. The contractual partner shall not be authorised to make these documents accessible to third parties.

8.2. If we have delivered items according to drawings, models or other documents having been provided by the contractual partner, it warrants that no industrial property rights of third parties have been violated. If third parties, by invoking industrial property rights, prohibit us in particular to manufacture and deliver such items, we shall have the right – without being obligated to review the legal situation – to discontinue any further activity to this end and, in case the buyer has fault, to demand damage compensation. Furthermore, the contractual partner undertakes to indemnify us from all related claims of third parties without delay.

## 9. Final provisions

9.1. Münster is the place of performance and the place of jurisdiction for all claims arising from the business relationships, in particular such arising from our deliveries. This place of jurisdiction also applies to disputes relating to the conclusion and effectiveness of the contractual relationship.

9.2. Exclusively the law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention of 11/ 04. 1980) is excluded.

9.3. If individual provisions of these General Terms and Conditions should be or become fully or partly invalid, the validity of the remaining part or of the other provisions shall not be affected by this. The Parties undertake to agree on a valid or practicable provision to replace the invalid or impracticable provision, which comes closest to the meaning and purpose of invalid or impracticable provision. In the event of an omission, such a provision shall be agreed, which would have been agreed according to meaning and purpose of this contract if the omission had been noticed on the signing of the contract.

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