General Terms and Conditions of Alfred Durst Filtertechnik GmbH

Convenience translation: This English version is provided for information purposes only. Only the German version of our General Terms and Conditions ("Allgemeine Geschäftsbedingungen") is legally binding. In the event of any discrepancy or dispute, the German version shall prevail.

1. General Provisions, Scope

1. Our General Terms and Conditions (GTC) apply exclusively. We do not recognize any terms and conditions of the Customer that conflict with or deviate from our GTC unless we have expressly agreed to their validity in writing.

2. Our GTC also apply to all future transactions with the Customer without the need for any further reference to our GTC.

2. Offers

1. We are bound by our offers for a period of two weeks from the date of the offer.

2. If the Customer places an order with us, the Customer is bound by that order for two weeks. Orders require our written confirmation to become legally effective.

3. We reserve title, copyright and all other rights to the documents pertaining to our offer. These documents may only be made accessible to third parties with our consent.

4. Unless otherwise agreed, special requirements that call for standards or drawing reviews are not included in the scope of the offer. Requirements such as those under VDA, IMDS entries, etc. will be listed separately in the offer if needed.

3. Prices – Terms of Payment

1. Our prices are quoted in euros (€) ex works our plant in Besigheim. Costs for packaging and transport and, in the case of deliveries abroad, customs duties and other charges are borne by the Customer.

2. If the Customer commissions us to manufacture tools or molds, 30% of the remuneration is due for payment when the order is placed and 70% after approval of the initial samples, but no later than three weeks after delivery of the initial samples.

3. For call-off orders and contracts that provide for delivery of our products over a period of more than four months, the prices valid on the day of delivery apply.

4. If the Customer commissions us to manufacture tools or molds and it becomes apparent after the start of manufacture that our costs are higher than those assumed when the contract was concluded, without this having been foreseeable for us at that time, we are entitled to adjust the remuneration to an appropriate extent to reflect the higher costs.

5. Value-added tax (VAT) at the applicable statutory rate is added to our prices. In the event of a change in the VAT rate, we are entitled to adjust our prices accordingly.

6. Our invoices are due for payment upon receipt by the recipient.

7. The Customer is only entitled to set off counterclaims if these are undisputed or have been finally determined by a court.

8. If, after conclusion of the contract, we become aware of circumstances that give rise to justified doubts about the Customer's creditworthiness (e.g., a dishonored check or bill of exchange, individual enforcement measures, the filing of an insolvency petition), we are entitled, at the Customer's option, to demand either payment of the remuneration or the provision of security in the amount of the remuneration owed by the Customer, in each case concurrently in exchange for our performance. If the Customer is unable to provide security within 14 days of receipt of a corresponding request, we are entitled to withdraw from the contract. Otherwise, we are only obliged to render further performance concurrently in exchange for payment of the remuneration or the provision of security in the amount of the remuneration owed by the Customer.

4. Delivery

1. Goods are always shipped at the Customer's expense and risk. If shipment is delayed for reasons for which the Customer is responsible, the risk passes to the Customer upon notification that the goods are ready for shipment.

2. We are entitled to render our performance in partial deliveries and to invoice these separately, provided this is reasonable for the Customer.

3. We reserve the right to customary commercial deviations in the quality, dimensions and color of our goods due to the material and the manufacturing process. We reserve the right to deliver up to 10% more or less than ordered unless expressly agreed otherwise.

5. Delivery Period

1. An agreed delivery period begins once the Customer has provided any documents, permits and approvals it is required to obtain and once any agreed down payment has been received.

2. If the Customer requires any of our services within a specific period, this must be expressly agreed. We are not obliged to check material provided to us as to whether the Customer must meet a deadline or other obligations toward third parties.

3. Agreed delivery periods are extended, even during a delay in delivery, in the event of force majeure, industrial disputes and operational disruptions for which we are not responsible. Agreed delivery periods are subject to our own timely receipt of supplies from our suppliers. If this is not the case, the delivery periods are extended appropriately.

4. In the event of changes to the order that are agreed between the Customer and us after conclusion of the contract and that affect the delivery period, an agreed delivery time is extended to an appropriate extent.

6. Tools and Molds

Molds and tools remain our property in all cases, even if the Customer has paid all or part of the costs of their manufacture.

7. Retention of Title

1. We retain title to the goods delivered by us until the purchase price and all ancillary claims have been paid in full.

2. If the Customer is a business, we retain title to the goods delivered by us until all claims against the Customer arising from the business relationship have been settled.

3. In the event of seizures, other interventions by third parties or a change in possession of the purchased goods, the Customer shall notify us immediately in text form (e.g., by email). Enforcement officers or third parties must be informed of our ownership.

4. If the third party is unable to reimburse us for the judicial and extrajudicial costs of enforcing the release of the seized goods and of recovering the purchased goods, the Customer is liable for the loss incurred by us.

5. If, in an individual case, the Customer is authorized to resell the goods acquired from us in the ordinary course of business, the Customer hereby assigns to us all claims accruing to it from the resale against its customers or third parties in the amount of the final invoice amount of our outstanding claims, including VAT. The Customer remains authorized to collect these claims even after the assignment. Our right to collect the claims ourselves remains unaffected. However, we undertake not to collect the claims as long as the Customer meets its payment obligations toward us from the proceeds collected, in particular is not in default of payment, no application to open insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we may demand that the Customer disclose to us the assigned claims and their debtors, provide all information required for collection, hand over the related documents and notify the debtors (third parties) of the assignment.

6. Any processing or transformation of the purchased goods by the Customer is always carried out on our behalf. If the purchased goods are processed together with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods to the other processed items at the time of processing.

7. If the purchased goods are inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods to the other mixed items. The Customer shall hold the co-owned property in safe custody on our behalf.

8. At the Customer’s request, we undertake to release the securities to which we are entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 50%. The selection of the securities to be released is at our discretion.

9. Tools, molds and other means of production paid for by the Customer are intended exclusively for use for that Customer and remain in the possession of Alfred Durst Filtertechnik GmbH even after the product has been discontinued.

8. Subcontractors

We are entitled to assign orders in whole or in part to third parties. This does not affect our obligations toward the Customer.

9. Warranty

1. We provide warranty in accordance with the statutory provisions unless otherwise stipulated below.

2. The Customer shall inspect the goods and services provided by us without undue delay for conformity with the contract, freedom from defects and completeness and, if any deviations or defects are found, shall notify us of these without undue delay. If the Customer fails to give such notice, our goods or services are deemed approved unless the defect could not be detected during the inspection. If such a defect becomes apparent later, the Customer must notify us without undue delay after its discovery; otherwise our goods or services are deemed approved with regard to this defect as well. If our goods or services are deemed approved, the Customer is also excluded from recourse claims under Sections 437 et seq. and 478 of the German Civil Code (BGB).

3. Without prejudice to Section 275 (2) and (3) BGB, we may refuse the type of supplementary performance (cure) chosen by the Customer if it is only possible at disproportionate cost. In this case, the Customer's claim for supplementary performance is limited to the other type of supplementary performance; our right to refuse this as well if it is only possible at disproportionate cost remains unaffected.

4. Insignificant defects do not entitle the Customer to withdraw from the contract under any circumstances.

5. If we determine that a defect in the item delivered by us alleged by the Customer is due to a defect in an item delivered by one of our suppliers, we will notify the Customer of this in writing and assign our warranty and recourse claims against the supplier to the Customer. In this case, the Customer may only assert warranty and recourse claims against us if it has previously asserted warranty or recourse claims against our supplier and can prove that these were unsuccessful.

6. If we determine that a defect alleged by the Customer does not actually exist, or that the delivered item has been modified in a manner not approved by us and the damage was caused as a result, or that the damage is due to improper handling or wear and tear, the Customer is obliged to reimburse us for the costs of the attempt to remedy the defect, in particular the costs of working time and material as well as travel costs. We charge €90.00 per man-hour plus VAT at the applicable statutory rate. We reserve the right to claim higher costs. The Customer has the right to prove that we have incurred no loss or a lower loss.

7. Unless otherwise agreed in text form, the warranty period is 12 months.

10. Damages – Withdrawal

1. If we breach an obligation arising from the contractual relationship, or if we fail to render a performance that is due or fail to render it as owed, the Customer may, in compliance with the statutory provisions, withdraw from the contract and claim compensation for the damage resulting from the breach of duty.

2. The Customer may not withdraw from the contract if our breach of duty is insignificant.

3. Notwithstanding the statutory provisions, we are entitled to withdraw from the contract if

a) the Customer acts in breach of the contract and the breach of duty is material,
b) the Customer has provided false information about its creditworthiness, or
c) the performance owed by us is not available. In this case, we undertake to inform the Customer of the unavailability without undue delay and to refund any consideration provided by the Customer without undue delay.

11. Third-Party Rights

1. If a third party claims against the Customer that any of our services infringes its rights, the Customer shall notify us immediately and comprehensively in text form and give us the opportunity to defend against the claims asserted.

2. If the Customer provides us with drawings, models or samples for the manufacture of products, the Customer warrants to us that these are free from third-party property rights. If third parties assert property rights against us, the Customer shall indemnify us upon first demand. In this case, we are further entitled to stop the manufacture and delivery of the products concerned without examining the legal situation.

12. Liability

1. We are liable for all damage caused intentionally or through gross negligence by us or our vicarious agents.

2. We are also liable for the culpable breach of material contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely, insofar as a breach of such obligations jeopardizes the achievement of the purpose of the contract.

3. We are also liable insofar as we have fraudulently concealed a defect or have given the Customer a guarantee for the quality of the item or the work.

4. We are also liable for damage resulting from injury to life, body or health that is based on a culpable breach of duty by us or on a culpable breach of duty by one of our legal representatives or vicarious agents.

5. In all other respects, all claims for damages against us, in particular due to delay or breach of duty, as well as non-contractual claims, including claims for lost profits, lost savings, loss of use, frustrated expenses, indirect damage and consequential damage, are excluded.

6. Furthermore, any claims for damages are limited in amount to the damage foreseeable at the time the contract was concluded; claims arising from the materialization of excessive risks that were not foreseeable for us cannot be asserted.

This limitation does not apply if we have fraudulently concealed a defect from the Customer or have given a guarantee for the quality of the item or the work.

Nor does this limitation apply to damage resulting from injury to life, body or health that is based on a culpable breach of duty by us or on a culpable breach of duty by one of our legal representatives or vicarious agents.

7. Our statutory liability for injury to health or life and under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the above clauses.

13. Confidentiality

1. The contracting parties mutually undertake to keep all trade secrets obtained within the scope of the contractual relationship strictly confidential and not to disclose them to third parties. Trade secrets include all information about the business affairs of the other contracting party, unless that party has published such information itself.

2. These obligations continue to apply after the end of the contract.

14. Protection of Novelty

The exchange of information of any kind between the parties shall in no case be deemed prejudicial to novelty within the meaning of Section 3 of the German Patent Act (PatG), Art. 54 of the European Patent Convention or the corresponding provisions of the patent laws of other countries.

15. Place of Jurisdiction – Place of Performance – Dispute Resolution – Choice of Law

1. If the Customer is a merchant (Kaufmann) within the meaning of the German Commercial Code, the place of jurisdiction is Besigheim, Germany.

2. The contractual place of performance is Besigheim, Germany.

3. We do not participate in dispute resolution proceedings before a consumer arbitration board and are not obliged to do so.

4. All legal relationships between the Customer and us are governed exclusively by German law.

16. Miscellaneous – Severability Clause

1. No oral side agreements have been made.

2. Should any provision of the contract, any provision included in it in the future or any provision of these terms and conditions be or become invalid or unenforceable in whole or in part, or should a gap become apparent, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties agree that the statutory provisions shall apply in place of the invalid or unenforceable provision or to fill the gap.

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