

# General terms of Trading KSI Filtertechnik GmbH

## § 1 General reference

- 1.1. These general sales, deliveries, and payment terms shall be exclusively applicable for any present and future transactions unless deviating terms have been expressly agreed in writing.  
Client i. S. d. business conditions are entrepreneurs. Entrepreneurs i. S. d. business conditions are natural and judicial persons or legal personal societies, which engage in business relations in accordance with their commercial or autonomous professional activities..
- 1.2. Deviant, contradictory or additional general business conditions are not part of the general business conditions, although they may form part of general knowledge unless their validity has been expressly agreed upon in writing.

## § 2 Offers, contract ratifications and transaction documents

- 2.1. All offers are without obligation and subject to change. Technical changes in form, colour and/or weight remain within the limits of the acceptable.
- 2.2. With the order of purchase the client compromises expresses his intention to acquire the ordered products.  
We are entitled to accept the offer of business contract of the submitted order of purchase within four weeks of date of reception. Delivery of the product or a written statement express the acceptance of the incoming order.
- 2.3. If the client orders electronically, the order is confirmed without delay.  
The confirmation of delivery does not yet represent any legal obligation to accept the order. The confirmation of reception of the order can be combined with a declaration of acceptance.
- 2.4. The ratification of the contract is subject to correct and timely delivery by our own supplier. This applies only in case the failure of delivery is not subject to our responsibility, especially after conclusion of a congruent remittance to our supplier. The client will be informed immediately about the impossibility to realize the service. The equivalent will be reimbursed without delay.
- 2.5. If the client has submitted an electronic order of purchase, the text of contract will be saved and made available to the client by e-mail on demand including the present AGB.
- 2.6. Oral information or details in catalogues, brochures, leaflets, announcements, commercial mail, pictures or pricelists about measures, services and aptitude etc. do not warrant the validity of the stated characteristics unless those have been confirmed in writing.
- 2.7. The imposer retains the right of property and copyright of all pictures, drawings, pricelists, calculations and other pertaining documents. These documents cannot be transmitted to any third party except with our expressive written permission. As soon as the imposer of these standard terms has delivered the merchandise according to drawings, models, patterns, plans or any other documents of the ordering party, the client is responsible to safeguard copyright and the right of property and take care that these are not violated by any third party. In case a third party claims omission, particularly in the manufacture and delivery of such goods, the imposer of the standard terms retains the right to terminate any further activity, and, in case of indebtedness demand restitution of damage. The client also accepts full responsibility for any related claims on part of a third party, releasing us thereby of any responsibility.

## § 3 Invoice and terms of payment

- 3.1. With exception of orders based on agreed special prices, goods will be invoiced at list prices in force on the day of dispatch ex work without packaging, porto, freight or any other cost of shipment, insurances and custom fees. Legal taxes of statutory value added tax apply.
- 3.2. Prices are subject to modification if after ratification of the contract of purchase costs rise or fall, especially due of tariff agreements on salaries or increase in the price of raw materials. These are to be documented and submitted to the client on demand.
- 3.3. The client is liable to pay the price of purchase within 10 days of reception of the product, unless other terms of payment have been agreed. After conclusion of the term of payment the client is in delay. During the period of delay the imposer is entitled to claim 8% interest of the basic interest rate. The imposer reserves the right to demonstrate and apply a higher value of delay.
- 3.4. A payment counts as received as soon as the amount of the transfer is at disposal of the imposer.
- 3.5. If the client is in delay with the payment, or a letter of credit is rejected or in case of insolvency, all other claims, including those which are due at a later date, become due immediately.
- 3.6. If a deterioration of the credit credibility of the ordering party becomes evident and previous delay in payment has occurred, the imposer reserves the right to demand payment before delivery or other guarantees of payment.

## § 4 Right to retract

- 4.1. The imposer of these standard terms shall be released from contractual delivery obligation for a respective period, if he is prevented or delayed in delivering the goods in case of unavailability of raw material or insufficient supply from the supplier and congruent remittance to the supplier can be proven to the ordering party on demand.
- 4.2. The same applies in case of force majeure which prevent the imposer from complying with contractual obligations because of unpredictable serious circumstances beyond control like war, strike, lockouts, political unrest, transportation obstacles, governmental measures, company disruptions, damage through fire and so forth which make delivery impossible or excessively difficult.
- 4.3. The imposer also reserves the right to retract from the contract if a significant deterioration of the client's credit credibility has become evident and is likely to put terms of payment on risk, or if the client has submitted dishonest financial statements. The same applies if the ordering party infringes grossly the duty of correct handling and care of products which have been shipped to the ordering party and remain within in property rights of the imposer of these standards.

## § 5 Term of delivery, delay and non contractual service

- 5.1. Indicated and confirmed terms of delivery on our part are only approximate. Delivery shall be understood to be correct and in time, if it is complied with within 2 weeks after the date of the readiness for shipment has been announced.
- 5.2. For delay of dispatch caused by § 4 section 1 and 2, term of delivery are extended accordingly.
- 5.3. The right of the client to demand restitution of damage for delay of delivery or non contractual or deficient service incurred by the manufacturer is conditioned by
  - a) irresponsible negligence of non essential contractual obligation as well as
  - b) willful and grossly irresponsible neglect of contractual duties by simple service personnel.In these cases liabilities are due for each week of delay for an overall delay restitution of 1% of the corresponding order value limited to a total restitution of 5% of the value of delivery. The ordering party has no right to further claims of restitution for delay. The imposer of these standard terms reserves the right to prove that delay of shipment has caused none or less harm to the merchandise than claimed by the ordering party. Obligation for restitution remains limited to contractually typical and plausibly foreseeable damage.
- 5.4. Any delay in acceptance of the merchandise of the ordering party, as well as neglect of other obligations of participation rebounds in the right of the imposer to demand restitution of damage, including possible additional costs. This applies equally to coincidental loss of merchandise or coincidental worsening of sales, counting from the date of delay of acceptance of the ordering party.

## § 6 Transfer of Risks.

- 6.1. The risk of damage or loss or deterioration of goods is transferred to the transport agent as soon as the merchandise has been handed over to the transport agent, or whoever signs responsible for transportation of the merchandise, be it an individual person or an institution.
- 6.2. For the transfer it is indifferent, if the client delays reception of the merchandise. If shipment is delayed due to circumstances the ordering party is answerable for, the ordering party bears the risk, starting the day of readiness of shipment has been announced.

## § 7 Warranty of defects

- 7.1. The imposer of these standard terms assumes responsibility for any defect of manufacturing of the merchandise and shall be entitled to remedy or substitute the delivered product. The imposer is not answerable for claims for additional transportation-, material-, work costs due to an increase of costs caused by the request of the ordering party to deliver the merchandise to another place than the previously agreed for the original shipment, unless the relocation of the delivery of the merchandise responds to a specific purpose.
- 7.2. If posterior fulfillment of the order fails, the ordering party is principally entitled to demand a reduction of payment or to retract from the contract. This does not apply to minor contractual contradictions or defects, which do not release the ordering party from contractual obligations.
- 7.3. The ordering party is obliged to notify any defect without delay in writing, otherwise no demands of guarantee can be put forth. For compliance with legal terms the timely mailing of the notification suffices. The ordering party bears the full weight of documentation and to prove in particular all alleged defects and conditions of request, the time the defect has been detected and timely submittance of defect complaint.
- 7.4. If the ordering party chooses to resign from the contract after failed posterior fulfillment the ordering party forfeits his right to demand restitution of damage for defective merchandise. In case the ordering party chooses remunerating of damage after failed posterior fulfillment the merchandise remains with the client, if this is acceptable. Remuneration of damage remains limited to the difference between price of purchase and value of defective good. Further claims of the ordering party are excluded. Therefore the imposer of these standards does not sign responsible for any damage on the object of delivery itself. The imposer of these standard terms shall not be liable for any profit or property losses suffered by the ordering party. This does not apply if the imposer of these standards has incurred in malicious contractual violation.
- 7.5. The statutory warranty period amounts to one year after dispatch of merchandise: in case of used goods the prescription is one year from dispatch of merchandise. This does not apply if the ordering party has not notified defects on time (#3 of standard term). Statutory warranty periods also refer to the installments of products on construction sites.
- 7.6. Valid characteristics of merchandise are principally only those which are included in the product description of the manufacturer. Public declarations, commercials or announcements of the manufacturer do not represent contractual valid notification about the characteristics of the product.
- 7.7. If the client receives a defective instruction manual the imposer is only obliged to deliver a complete and correct instruction manual under the condition, that the defect of the instruction manual contradicts a correct installment.
- 7.8. Legal manufacturing guarantees in judicial terms are not subject to this contract and do not form part of the present document.
- 7.9. The imposer of these standard terms is released from any liability for damaged goods caused by non observation of operating and maintenance instructions or if modifications have been performed on the merchandise, parts replaced or spareparts used, which do not comply with original standard specifications.

## § 8 Limits of liability.

- 8.1. In case of minor, negligent lack of duty our warrant is limited to the type of merchandise contractually typical and plausibly foreseeable damage. This applies equally to minor negligence of our legal representatives or auxiliary personnel. No warranty is extended for minor, non-essential negligence of contractual duties.
- 8.2. These previously described limitation of liability shall not apply to demands of the ordering party for assured product warranty. Liability is incurred for personal injuries or loss of life of the client.
- 8.3. Demands for remedy of damage for defective merchandise on part of the ordering party prescribe after the period of one year since dispatch of goods. This does not apply if the imposer has incurred in gross violation or is responsible for personal injuries or loss of life of the client.

## § 9 Reservation of ownership

- 9.1. Any merchandise delivered under the business relationship with the ordering party shall remain the property of the imposer of these standard terms until full payment of all outstanding amounts has taken place.
- 9.2. The ordering party is responsible for correct handling of the merchandise. Additional cost for regular maintenance and inspection are responsibility of the client.

- 9.3. If any distress or execution shall be levied by third parties, or in case of destruction of the product, the ordering party shall be obliged to report it without delay in writing. Change of property rights and seat of the ordering party are to be transmitted without delay in writing to the imposer of these terms.
- 9.4. Any breach of contract with regard to delayed payments or violation of its obligations according to section 3 and 4 of the ordering party is tantamount to termination of contract and seizure of goods.
- 9.5. The ordering party shall be permitted to resell the delivered object in the course of ordinary business methods. By exercising this right, the ordering party assigns to us its entire account. We accept this transferral. The ordering party shall be entitled to collect any amounts due even after assignment to a third party. The imposer of these terms shall however retain the right to collect any assigned claims if the ordering party is unable to proceed with its payments obligations or is in delay.
- 9.6. Any change or transformation of the goods by the ordering party will always take place for the imposer. If the goods are mingled with other objects, the imposer shall become the co-owner of the newly created product at the ratio of the value of the retention of title goods to the other included objects at the time of processing for the new object created this way. For the newly created object, the same provision shall apply as for the retention of title goods.
- 9.7. The ordering party shall assign the claim as security and refer it back to the imposer of these terms which will accrue against any third party when the product is combined with a piece of landed property.

## § 10 Compensations and retention rights

- 10.1. Compensation of the ordering party only applies if demands have been legally recognised and accepted by the imposer.
- 10.2. Retention rights can only be exercised in case of contractual equivalent demands.

## § 11 Changes and additions

Changes and additions of the contract of delivery require our written consent for any legal effect.

## § 12 Final Provisions

- 12.1. This contract shall be governed and construed according to the law of the Federal Republic of Germany. Validity of the UN sale of goods laws agreements shall be excluded.
- 12.2. For legal controversies legal venue shall be the business seat of the imposer. The same applies in case the ordering party has no general jurisdiction in Germany or the business seat and place of residence of the ordering party are unknown at the moment legal complaint.
- 12.3. If individual provisions of these standard sales, delivery and payment terms shall be invalid or become ineffective as a whole or in part, including general business conditions, the validity of the remaining provisions shall not be affected in any respect. Provisions which are partially or entirely ineffective shall be replaced by regulations, whose economic success are as close to the ineffective ones as possible.