

# General Terms & Conditions

**A<sup>3</sup> Vliesstoffe ® GmbH, Rudolf-Diesel-Str. 17, D-56751 Polch**

## **§ 1 Scope**

These terms and conditions of sale apply exclusively to enterprises, juristic persons under public law and special funds under public law in the meaning of § 310 Section 1 of the German Civil Code (BGB). We do not recognise any contradicting terms of the buyer or terms of the buyer differing from our terms and conditions of sale, unless we have expressly agreed to them in writing.

## **§ 2 Offer & Conclusion of Contract**

If an order is deemed to be an offer pursuant to § 145 BGB, we can accept it within two weeks.

## **§ 3 Provided Documents**

We reserve all rights of ownership and all copyrights to the documents such as calculations, drawings, samples, etc. which are provided to the buyer after having placed his order to us. Such documents must not be disclosed to any third parties unless written permission is exclusively given to the buyer for that purpose. If we do not accept the buyer's offer within the time limit stated under § 2, we shall be entitled to demand that these documents be returned to us.

## **§ 4 Prices & Payment Terms**

(1) Unless otherwise agreed in writing, prices given are ex works and do not include packaging, which may be charged separately. A valid sales tax identification number (= tax ID) from buyers located in the European Community is mandatory.

(2) Any money transaction to us has to be effected to the given account number within 14 days from date of invoice, if no other terms of payment have been negotiated or stated on the invoice.

(3) If the buyer is in default on payment, we can charge default interest at a rate of 8% p.a. above the then current basic interest rate. We reserve the right to claim higher damages for delay in performance.

(4) Unless a fixed price has been agreed upon, we reserve the right to make reasonable price modifications due to changed prices for (raw) material, distribution costs etc.

## **§ 5 Right of compensation & retention**

The buyer is only entitled to any kind of compensation if the buyer's counterclaims are undisputed or have been determined to be legally valid. The buyer is only entitled to exercise the right of retention insofar as the buyer's counterclaim is based on the same contractual relationship.

## **§ 6 Delivery period**

- (1) Only after all technical and contractually matters have been clarified, a delivery period can be given, we reserve the right of defence if the contract has not been performed.
- (2) If the buyer delays accepting goods or offends any obligation of co-operation, we shall be entitled to claim compensation for any loss thereby suffered from, including any additional expenditure incurred. We reserve the right to assert further claims in this regard. If the above conditions apply, the risk of accidental loss or accidental damage to the goods sold is transferred to the buyer at the time when the buyer delays acceptance or is in default.
- (3) Any further legal claims and rights of the buyer due to delayed delivery remain unaffected.

## **§ 7 Transfer of risk upon shipment**

Transfer is in accordance with the Incoterms 2010. In general, terms of delivery are exw Polch unless otherwise agreed upon.

## **§ 8 Reservation of Title**

- (1) We reserve ownership of the delivered item(s) until full payment of all corresponding demands has been made. This also applies to all future deliveries even if we do not always expressly refer to this. We are entitled to take back the purchased item(s) if the buyer acts in contrary to the sales agreement.

(2) The buyer is obliged to handle with care the purchased item until ownership has been transferred to the buyer. As long as ownership has not been transferred, the buyer has to give immediate written notice if the delivered item has been distrained or is subject to interventions by any third parties. If the last-mentioned is unable to reimburse us for the court costs and/or extrajudicial costs of a legal action pursuant to § 771 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO), the buyer is liable for any resulting loss occurred.

### **§ 9 Warranty, Notice of Defects, Regress, Manufacturer's Damage Claim**

(1) Any warranty rights of the buyer are subject to the buyer having properly fulfilled the obligation to inspect the goods upon receipt and to submit complaints if applicable, as required by § 377 of the German Commercial Code (Handelsgesetzbuch - HGB). The warranty is inapplicable if the buyer does not complain about an obvious defect in writing in due time.

(2) Warranty claims lapse within 12 months from date of supply. Our consent must be obtained prior to any return of goods.

(3) If, despite adequate care taken, the delivered goods should show a defect that already existed at the time of risk transfer, at our own discretion, we will either repair the goods or supply replacements, provided the given notice of defects was in due time. We must always be given the opportunity to render supplementary delivery within a reasonable time. Above-mentioned arrangement does not affect rights of regress in any way.

(4) If supplementary supply is unsuccessful, the buyer is allowed to withdraw from the contract or reduce the payment, regardless of any possible claim for damages.

(5) Claims for defects cannot be asserted in the case of slight modifications from the agreed material and its condition, in the case of minor interference effects in its usability, in the case of wear and tear, or in the case of damage arising after the risk transfer as a result of incorrect or careless handling, excessive strain, or due to special external influences that could not have been foreseen at the time the contract was concluded. Likewise, if any repair work or modifications are carried out improperly by the buyer or any third parties, claims for defects cannot be asserted for these or the resulting consequences.

(6) Any claims of the buyer for expenditures necessary for the purpose of supplementary delivery, particularly transport, travel, labour and material costs, are excluded in case these expenditures increase because the goods delivered were afterwards transported to a location other than the buyer's place of business, unless such transport is fitting to the goods' normal use.

(7) The buyer can only assert rights of regress against us insofar as no agreements have been made between the buyer and the buyer's customer that go beyond the mandatory statutory rights relating to defects. Furthermore, as for the scope of the buyer's right of regress against the supplier, paragraph 9.6 applies accordingly.

### **§ 10 Other Liability**

The statements in our product information and data sheets are based on the general experience and background of A<sup>3</sup> Vliesstoffe GmbH in the use and further development of nonwovens and other filter media and correspond to our current state of knowledge. The functioning of our products depends on a variety of factors, in particular their precise application, their operational conditions, possible appearance of soil/dirt, etc. For these reasons the images or drawings in our brochures, advertisements and other documentations are only approximations, unless we expressly state that the information therein is binding. Generally valid statements on the functioning of our products are neither possible nor legally binding. The statements in this product information represent general, non-binding approximate data. However they do not under any circumstances include any guarantee of specific features or that the product is suitable in an individual situation.

You are therefore advised to arrange for an individual consultation with your contact persons at A<sup>3</sup> Vliesstoffe GmbH regarding the conditions for use and the characteristics of our products before you make use of these. The user is obliged to test products on their process reliability in the intended application and to handle them with the necessary caution.

Our products are constantly being developed. For this reason we reserve the right to change our product program, the products and their production process as well as all data in this product information at any time without prior notice. All previous publications will cease to be valid once this product information appears. Reproductions of any kind and form require the prior written permission of A<sup>3</sup> Vliesstoffe GmbH.

### **§ 11 Miscellaneous**

(1) All legal relationships between the parties are subject to the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of execution and exclusive place of jurisdiction for all disputes arising from this contract is Polch, Germany, unless the order confirmation states otherwise.