

## § 1 General, scope

- (1) As a commercial enterprise, we sell the products of the MP Filtri Group and those of selected third parties nationally and internationally. All supply and performance by us is carried out exclusively on the basis of these Standard Terms and Conditions. Any deviations from these Standard Terms and Conditions require express confirmation from us in writing. These Standard Terms and Conditions also apply to long-term and recurrent contractual relationships and contracts concluded even if no express reference is made to the fact.
- (2) Standard terms and conditions of the purchaser only apply if we have expressly agreed to them in writing. In particular, silence on our part is not to be construed as recognition of or agreement to any such terms or conditions of the purchaser.

## § 2 Conclusion of contract

- (1) Quotations from us are legally non-binding and merely constitute an invitation to the purchaser to submit a purchase offer. The contract is established when the purchaser has issued an order (offer) and we confirm that order (acceptance). The purchaser is bound to his offer for four weeks from the day on which we receive it.
- (2) If our acceptance deviates from the purchaser's order, it shall be regarded as a new, legally non-binding quotation.

## § 3 Prices

- (1) All prices are non-binding. They apply, unless otherwise agreed, net ex works exclusive of packaging.
- (2) The minimum order value (value of goods) is €100.00. Orders with a value of goods below €100.00 will be subject to a flat-rate fee of €10.00.

## § 4 Product quality, guarantees

- (1) Unless otherwise agreed in writing, the quality of the goods is determined exclusively by our product specifications.
- (2) Information provided relating to quality and product life, and other information, are only guarantees within the meaning of § 443 of the German Civil Code (BGB) if they are expressly agreed and designated as such.

## § 5 Deliveries, place of performance

- (1) We are authorised to make partial deliveries.
- (2) Unless otherwise agreed in writing, deliveries are made in accordance with the INCOTERMS (2020) stipulated in the individual contract. The INCOTERMS are to be interpreted according to the ICC official rules for the interpretation of trade terms. If no INCOTERMS have been agreed or if no other agreements are made, the delivery is made ex works (Incoterms 2020).
- (3) Place of performance and fulfillment is our place of business.

## § 6 Terms of payment

- (1) Payments are to be made to us in full within 30 days.
- (2) In the absence of any other provisions introduced by the purchaser, payments will in each case be offset against the oldest invoice still outstanding, including any associated ancillary claims.

## § 7 Goods-in inspection, rights relating to defects

- (1) The purchaser shall inspect the goods without undue delay on delivery in accordance with § 377 of the German Commercial Code (HGB). Notification of obvious defects is to be given immediately, at the latest within 10 calendar days after delivery. Notification of hidden defects is to be given as soon as they are discovered without undue delay. Otherwise, goods delivered shall be deemed to have been approved in view of the defect.
- (2) Complaints are to be made in writing stating the order and invoice numbers.
- (3) The purchaser is entitled to rights relating to product defects to the extent provided for by law, unless any other agreement is made in these Standard Terms and Conditions – in particular in § 9.

## § 8 Liability

- (1) We are liable without restriction in accordance with the law in cases of intent or gross negligence.
- (2) Apart from that, our liability in case of breach of material contractual obligations is limited in terms of its amount to typical foreseeable loss or damage. Material contractual obligations within the meaning of this paragraph are obligations without the performance of which the contract cannot properly be fulfilled, and in compliance with which the purchaser may routinely trust.
- (3) Apart from that, we shall not be liable under any other circumstances.
- (4) The above paragraphs also apply to the liability of our managerial and non-managerial staff and vicarious agents.

## § 9 Force majeure

- (1) If events or circumstances occur or prevail which are beyond our control (such as acts of god, war, industrial action, shortages of raw materials or energy, breakdowns or stoppages of manufacturing equipment, problems of transportation, damage due to fire or explosion, or interventions under public law), we are released from our contractual obligations for the duration of the disruption and within the scope of its effects.
- (2) We are in particular not under obligation to obtain goods from third parties at our own expense or risk.
- (3) If circumstances as in § 9.1 persist for longer than 3 months, we have the right to rescind the contract.

## § 10 Retention of title

- (1) The retention of title agreed in the section that now follows serves to provide security for all our existing current and future claims against the purchaser under the existing supply relationship.
- (2) The goods supplied by us remain our property until such time as all secured claims have been met in full. Those goods, and the goods that are covered by retention of title in accordance with the provisions that follow and thus substitute them, are hereinafter referred to as 'goods subject to retention of title'.
- (3) The purchaser has the right to process the goods subject to retention of title in the course of his regular business dealings, and to sell them. Pledges and transfers of ownership by way of security are not permissible.
- (4) If the goods subject to retention of title are processed by the purchaser, such processing is carried out on our behalf and for our account as the manufacturer of those goods. We directly acquire ownership or – if the processing is carried out using substances or materials from several owners, or the value of the processed thing is higher than that of the goods subject to retention of title – (fractional) co-ownership of the newly created thing in proportion of the value of the goods subject to retention of title to that of the newly created thing itself. In cases in which we do not thus acquire ownership, the purchaser hereby transfers to us his future ownership or – in the abovementioned proportion – co-ownership of the newly created thing as a security. If the goods subject to retention of title are compounded or mixed with other things in such a way as to be inseparable from them and form a uniform object, and if one of the other things is then to be regarded as the main object, we transfer to the purchaser, if the main object belongs to us, co-ownership of the uniform object pro rata in the proportion stated in Sentence 1.
- (5) If the goods subject to retention of title are resold, the purchaser hereby assigns to us by way of security the claim against the acquirer arising therefrom – or, in case of co-ownership of the goods subject to retention of title, pro rata in accordance with the co-ownership share. The same applies to other claims which substitute goods subject to retention of title or otherwise arise with regard thereto, such as insurance claims or claims arising from unlawful acts if these lead to loss or destruction. We empower the purchaser revocably to collect the claims assigned to us on his own behalf. We shall only revoke this authority to collect if and when the right of retention is actually enforced.
- (6) If a third party attempts to seize the goods subject to retention of title, in particular by attachment, the purchaser shall inform said third party of our ownership thereof immediately and inform us of what has happened without delay. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this context, the purchaser shall be liable.
- (7) We shall release the goods subject to retention of title and the objects or claims that substitute them if their value exceeds that of the secured receivables by more than 50 %. Subsequent selection of the items to be released is at our discretion.

## § 11 Applicable law, place of jurisdiction

- (1) The contractual relationships between ourselves and our customers are subject exclusively to the law of the Federal Republic of Germany, there being no recourse to the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).
- (2) For all disputes arising from or in connection with this contract, including such as concern its validity, Saarbrücken shall be the exclusive place of jurisdiction.