

General terms and conditions of fiatec Filter & Aerosol Technologie GmbH

§ 1. General

- (1) These general terms and conditions apply to all our business relationships with our customers. The GTC only apply if the customer is an entrepreneur within the meaning of section §14 of the German Civil Code (BGB), a legal person under public law or a special fund under public law.
- (2) Unless otherwise agreed, the General Terms and Conditions apply in the version valid at the time of the order / placing the order or in any case in the version communicated to him in text form as a framework agreement also for similar future contracts without us having to refer to them in each individual case.
- (3) Our terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and to the extent that we have expressly agreed to their validity. This consent requirement applies in any case, for example, even if we carry out the delivery to the customer without reservation, knowing the general terms and conditions of the customer.
- (4) Individual agreements made with the customer in individual cases (including side agreements, additions and changes) always take precedence over these GTC. Subject to evidence to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.
- (5) Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) are in writing, i.e. to be submitted in writing or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- (6) References to the validity of legal regulations are only for clarification. Therefore, even without such a clarification, the statutory provisions apply, unless they are directly modified or expressly excluded in these terms and conditions.
- (7) The place of performance for all obligations arising directly or indirectly from these terms and conditions, including the obligation to pay, is the registered office of fiatec GmbH.

§ 2 Quotations, Contract Agreements and Duration of Processing

- (1) All offers are subject to change with regard to prices and delivery options. Technical information, descriptions and illustrations of the purchased items are always non-binding and in particular do not represent any assurance of properties. Technical product changes are reserved in the context of production-technical variations.
- (2) By placing an order by telephone or in writing, the customer submits a binding offer to conclude a contract. Our employees are not authorized to make side agreements or to guarantee properties that are not recorded in writing. Unless otherwise stated in the order, we are entitled to accept this contract offer within 3 weeks of receiving it.
- (3) The acceptance can be declared either in writing - also on request - by order confirmation or by delivering the goods to the customer. The contents of the order confirmation are contractually binding. If a product is no longer available after receipt of an order and / or after the order confirmation has been issued, the delivery will be reduced by this item. Delays in delivery will be communicated to the customer promptly.
- (4) The range of services describes the task with regard to the specific purpose, content and scope of the work as well as the processing period.
- (5) The offer for product sales includes the products requested by the customer, compiled according to the currently valid price list.
- (6) If fiatec GmbH determines that the intended processing period is not sufficient, it will immediately inform the customer of this fact and submit change proposals for an amicable extension of the processing period.
- (7) If the offer or the order confirmation is based on documents such as illustrations, drawings and dimensions, these are only to be understood as approximate values. Otherwise liability is to be agreed.
- (8) Offers from fiatec GmbH are - unless otherwise agreed - limited to 3 months. The last day of validity corresponds numerically to the date of creation.

§ 3 Prices and Packaging Costs

- (1) All prices quoted are basically the net list prices valid on the day of delivery, unless otherwise agreed. The prices apply ex works and, unless otherwise stated, do not include packaging, freight, insurance and shipping costs. When invoicing, the applicable statutory value added tax is calculated separately.
- (2) The packaging will be charged at cost price and only taken back if fiatec GmbH is obliged to do so due to

mandatory legal provisions.

(3) If expense prices are agreed, fiatec GmbH sets an upper cost limit.

(4) fiatec GmbH will notify the customer immediately if the agreed remuneration is expected to be exceeded.

(5) Unless otherwise agreed, the invoice amount is due upon delivery of the inspection report / goods and receipt of the invoice after the specified payment period. Payment by the customer is deemed to have been made when fiatec GmbH can freely dispose of the amount.

§ 4 Terms of Payment

(1) Payments are to be made stating the invoice number and the invoice date without any deduction to the fiatec GmbH account. Deductions of any kind are only permitted after explicit confirmation by fiatec GmbH.

(2) If down payments have been agreed upon, they are due in accordance with the agreed payment schedule.

(3) If fiatec GmbH takes into account changes requested by the customer after the order has been confirmed, the resulting additional costs will be charged to the customer.

(4) The invoice amount is due and payable within 10 days of the invoice and delivery or acceptance of the goods. However, even in the context of an ongoing business relationship, we are entitled at any time to make a delivery in whole or in part only against prepayment. We will declare this reservation at the latest with the order confirmation.

(5) The customer is in default of payment when the above payment period has expired. During the delay, the invoice amount is subject to interest at the applicable statutory default interest rate, currently 9 percent above the base interest rate (Section 288 (2) BGB). We reserve the right to claim further damage caused by the delay. Our entitlement to commercial maturity interest (§ 353 HGB) remains unaffected.

(6) The customer is only entitled to set-off rights or retention rights insofar as he has obtained a legal title or is undisputed. In the event of defects in the delivery, the counter-rights of the customer remain in § 8 of these terms and conditions unaffected.

(7) If it becomes apparent after the conclusion of the contract (e.g. by requesting the opening of insolvency proceedings) that our right to the purchase price is endangered by the customer's inefficiency, we are legally obliged to refuse performance and - if necessary after setting a deadline - to withdraw authorized by the contract (§ 321 BGB). In the case of contracts for the manufacture of unacceptable items (custom-made items), we can immediately declare the withdrawal; the statutory provisions on the dispensability of setting deadlines remain unaffected.

§ 5 Delivery, Delivery times, default of Acceptance

(1) The delivery dates specified by the seller are non-binding. They regularly indicate the expected delivery date, which the seller endeavors to comply with. The specification of a delivery time is at the best discretion and is extended appropriately if the customer delays or omits necessary or agreed cooperation.

(2) Delays caused by measures in the context of industrial disputes (in particular strikes, lockouts) and in the event of unforeseeable events that are beyond the control of fiatec GmbH (e.g. traffic and operational disruptions), even if they are caused by a subcontractor, will lead to an appropriate extension of the delivery period.

(3) If the customer requests changes and / or additions after confirmation of the order, these changes may lead to a reasonable extension of the delivery period.

(4) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the customer immediately and at the same time notify the expected new delivery deadline. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already paid by the customer. The case of non-availability of the service in this sense is in particular the late delivery by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure the goods in individual cases. The occurrence of our delay in delivery is determined by the statutory provisions. In any case, a reminder from the customer is required. If we are in default of delivery, the customer can demand flat-rate compensation for his damage caused by delay. The flat rate for damages is 0.5% of the net price (delivery value) for each completed calendar week of delay, but in total no more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the customer has suffered no damage or only significantly less damage than the above flat rate. The rights of the customer Section 9 of these terms and conditions and our legal rights, in particular if the obligation to perform is excluded (e.g. due to the impossibility or unreasonableness of the service and / or supplementary performance), remain unaffected.

§ 6 Expert Assessment, Research and Development Results

(1) The results of the expert activity as well as the research and development work will be made available to the customer after completion of the project in accordance with the offer.

(2) The customer receives a simple non-exclusive, non-transferable and non-sub-licensable right of use free of charge for the property rights and copyrights arising from the implementation of the project as well as the know-how. The granting of an exclusive right of use for the purpose of use requires a separate written agreement.

(3) If existing intellectual property rights and copyrights of fiatec GmbH are used in the implementation of the project and these are necessary for the exploitation of the research and development results by the customer, then fiatec GmbH grants the customer a separate, non-exclusive, non-transferable and non-sub-licensable usage right, provided that no other agreements have been made in advance.

(4) All expert reports, research and development results that are issued by fiatec GmbH may only be published unchanged and in full. If partial extracts are to be published, this is only permitted with the prior written consent of fiatec GmbH. Changes as well as the addition or removal of any information and data are strictly prohibited. The customer is responsible for ensuring that publication and disclosure is only carried out in compliance with the above requirements. The customer will exempt fiatec GmbH from all claims that third parties have in the event of publication and / or disclosure of the expert results in violation of the above requirements and the trust placed in the published expert results by third parties and undertakes at the same time that to reimburse fiatec GmbH all necessary expenses in connection with this claim. This does not apply insofar as the customer is able to prove that he should not have been responsible for the damage or that he would have to have recognized it with due diligence at the time of publication / transfer.

§ 7 Intellectual Property Rights of Third Parties

(1) fiatec GmbH will immediately notify the customer of any third party property rights that may become known, which could be violated by the use of the research and development results, as long as fiatec GmbH is aware of them.

(2) fiatec GmbH and the customer will decide by mutual agreement whether and in what way known rights of third parties should be taken into account when carrying out the work.

(3) If third-party rights have been violated and this violation of intellectual property rights is caused by the customer, there are no claims for damages against fiatec GmbH. In this case, too, the customer undertakes to release fiatec GmbH from all claims that third parties raise against us for the violation of industrial property rights and to reimburse us for all necessary expenses in connection with the claim. This does not apply if the customer proves that he is not responsible for the infringement of property rights and should not have been able to recognize it when applying commercial care.

§ 8 Customer's Rights to Defects, Limitation

(1) If the conclusion of the contract is based on an expert assessment and / or a research and development result, fiatec GmbH guarantees the application of scientific care according to generally recognized criteria and compliance with the recognized rules of technology, but not the achievement of a specific research and development goal or an expert purpose.

(2) If a physical object / goods is/are the subject of the contract, we are generally not liable for defects that the customer is aware of or grossly negligent when the contract is concluded (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). If there is a defect in the delivery, the inspection or at any later point in time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not recognizable during the inspection within the same period of time from discovery. If the customer fails to properly inspect and / or report defects, our liability for defects that are not reported, or not reported on time or incorrectly, is excluded in accordance with the statutory provisions.

(3) If the subject matter of the contract is defective, we can first choose whether we provide supplementary performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). In the case of contracts for standardized test dusts, which are highly sensitive with regard to the particle size distribution to be observed, the right to return is excluded. Our right to refuse supplementary performance under the legal requirements remains unaffected.

(4) fiatec GmbH is entitled to make the supplementary performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.

(5) The customer must give us the time and opportunity necessary for the supplementary performance owed, in particular, if necessary, hand over the subject of the contract for inspection purposes. In the case of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item or the reinstallation if we were not originally obliged to install it.

(a) We will bear or reimburse the expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labor and material costs, as well as any expansion and installation costs, in accordance with the statutory provisions if there is actually a defect. Otherwise, we can demand reimbursement from the customer of the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the customer was not aware of the deficiency.

(b) Claims by the customer for compensation or reimbursement of futile expenses, even in the case of defects, only exist in accordance with § 9 and are otherwise excluded.

(c) fiatec GmbH is not responsible for material defects in the delivery, which we obtain from third parties and pass on unchanged to the customer. Responsibility in the event of intent or gross negligence remains unaffected in accordance with § 9.

(d) The general limitation period for claims from material and legal defects - regardless of the legal reason - is one year from delivery. This does not apply if the law prescribes longer periods or fiatec GmbH is liable for intent.

(6) In the event of a legal defect due to the violation of property rights in favor of third parties, fiatec GmbH is only liable after the customer has given written notice immediately, if these property rights exist in the Federal Republic of Germany, the customer uses the contractual object in accordance with the contract and is legitimately claimed by the third party.

§ 9 Other Liability

(1) Unless otherwise stated in these terms and conditions, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We are liable for damages - regardless of the legal reason - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we are only liable, subject to statutory liability restrictions (e.g. care in our own affairs; insignificant breach of duty)

a) for damage to life, limb or health.

b) for damages from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly trusts and may rely); in this case our liability is limited to the replacement of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for according to statutory provisions. They do not apply if we maliciously have concealed a defect or have assumed a guarantee for the quality of the goods and for claims by the customer under the Product Liability Act.

(4) Because of a breach of duty that is not a defect, the customer can only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer is excluded. In addition, the legal requirements and legal consequences apply.

§ 10 Termination of Contract in the Context of Expert Assessments

(1) The contractual relationship can be terminated by both sides at any time for important reason. The notice of termination must be given in text form. Fiatec GmbH is particularly entitled to terminate the contract for important reasons if

- the customer is in default with an act of cooperation.
- the customer unlawfully (tries) to falsify and / or influence the expert opinion.
- the customer or third parties commissioned by him or in a business relationship use the expert result in an impermissible, in particular misleading manner in business dealings.

- Insolvency proceedings have been opened against the customer's assets or such measures are rejected due to lack of assets.

- the customer is in arrears with the payment despite a reminder within a reasonable period.

(2) Because of a breach of duty that is not a defect, the customer can only withdraw or terminate if we are responsible for the breach of duty. The customer can also terminate the contractual relationship if no significant progress has been made after at least 6 months have elapsed since the agreed start of work, as long as this cannot be attributed to his own fault. This termination is possible with one month's notice to the end of the following calendar month.

(3) fiatec GmbH provides the customer with the expert results achieved up to the point of termination no later than one month after the notice of termination.

(4) In the event of termination for an important reason by fiatec GmbH, in the event of impossibility of providing the service arising from the customer's risk / responsibility area, as well as in the event of termination by the customer in accordance with paragraph 2, fiatec GmbH retains the right to remuneration for the services provided up to that point. With regard to the services that have not yet been performed, we have to deduct from the remuneration due for this the expenses that we have acquired through malicious use of the workforce or that we have maliciously failed to acquire. We are entitled to set the saved expenses in the aforementioned sense at a flat rate of 5 %, unless the customer can prove higher saved expenses.

(5) fiatec GmbH may refuse to provide further services in the cases described in paragraph 1. Any rights of use that have already been granted in accordance with Section 6 (2) end upon the termination becoming effective.

§ 11 Transfer of Risk

The risk of accidental loss and accidental deterioration of the result / object passes to the customer when the goods are handed over, when the shipment is purchased, when the item is delivered to the freight forwarder, the carrier or the person or institution otherwise responsible for the shipment. The handover is the same if the customer is in default of acceptance. If the customer is in default of acceptance, fails to cooperate or our delivery is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this we charge a lump sum compensation in the amount of EUR 150 per calendar day, starting with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch. Proof of higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the flat rate is to be offset against further monetary claims. The customer is allowed to prove that we have incurred no damage or that the damage is less than the above flat rate.

§ 12 Retention of Title

(1) We reserve ownership of the goods sold until all of our current and future claims from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

(2) The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. attachments) access the goods belonging to us.

(3) If the customer behaves contrary to the contract, especially if the purchase price is not paid, we are entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the goods based on the retention of title. The request for surrender does not include the declaration of withdrawal; we are rather entitled to only demand the goods and reserve the right to withdraw. If the customer does not pay the purchase price due, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment or such a deadline can be dispensed with in accordance with the statutory provisions.

(4) The customer is authorized until further notice in accordance with (c) below to resell and / or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions also apply.

(a) The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are the manufacturer. If the right of ownership remains in the course of processing, mixing or combining with third-party goods, we acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. For the rest, the same applies to the resulting product as to the goods delivered under retention of title.

(b) The customer assigns the claims against third parties arising from the resale of the goods or the product to us as a whole or in the amount of our possible co-ownership share in accordance with the preceding paragraph

for security. We accept the assignment. The customer's obligations set out in paragraph 2 also apply to the assigned claims.

(c) The customer remains authorized to collect the claim next to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no defect in his performance and we do not exercise the retention of title by exercising a right in accordance with Claim paragraph 3. If this is the case, however, we can request that the customer inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the customer's authority to resell and process the goods subject to retention of title.

(d) If the realizable value of the collateral exceeds our claims by more than 10%, we will release collateral of our choice at the customer's request.

§ 13 Confidentiality, Data Use / Protection

(1) fiatec GmbH and the customer will not make accessible to third parties any information communicated to each other and classified as confidential. The knowledge acquired as part of order processing is also subject to confidentiality. Fiatec GmbH and the customer will ensure, in a suitable form, that the employees, freelancers and subcontractors involved in the contractual relationship also maintain the above confidentiality. This does not apply to generally accessible information and specialist knowledge.

(2) Confidentiality is not required if the customer and / or fiatec GmbH has waived this in writing, stating the type of information.

(3) fiatec GmbH processes the customer's personal data in accordance with Art. 6 Para. 1 according to the General Data Protection Regulation (GDPR) for the purpose of properly performing the contract. "Responsible" in the sense of the GDPR is fiatec GmbH. The duration of the data storage is based on the statutory provisions on commercial retention requirements. Documentation and result data are saved in accordance with the respective legal regulations. The customer has the right to information, correction and deletion of the data from the person responsible and the right to lodge a complaint with the Bavarian State Commissioner for Data Protection. More information can be found at www.fiatec.com.

§ 14 Publication, Advertising

(1) After the prior written consent of fiatec GmbH, the customer is entitled to publish the research and development results, naming the author. This also applies to the use for advertising purposes. In the aforementioned cases, the research and development results may only be used in full, not in part and only for the contractual purpose.

(2) For its part, fiatec GmbH is also entitled to publish the research and development results in consultation with the customer. This also applies to the use for advertising purposes.

§ 15 Applicable Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany applies to these general business and payment conditions and all legal relationships between fiatec GmbH and the customer to the exclusion of all international and supranational legal systems, in particular the United Nations Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of fiatec GmbH. However, it is entitled to file suit at the general place of jurisdiction of the customer. Priority statutory regulations, in particular regarding exclusive responsibilities, remain unaffected.

§ 16 Final Provisions

(1) Agreements, additions and ancillary agreements must be communicated in writing to be effective.

(2) Should the above provisions be or become ineffective or unenforceable in whole or in part or contain a loophole, this shall not affect the validity of the remaining provisions. Instead of ineffective or unenforceable provisions or to fill in the gap, an appropriate regulation should come into being, which, as far as legally possible, comes as close as possible to what the parties wanted or would have wanted according to the meaning and purpose of the contract, provided that upon conclusion of the contract or the later inclusion of a provision.