

## GENERAL TERMS AND CONDITIONS OF FRANKE FILTER GMBH

Unless it has otherwise been agreed to in writing, the following conditions are valid for all sales, deliveries, and services. The customer's terms of business are only valid to the extent to which we have agreed to them in writing.

1. Offers are not binding. Contracts exist only after the offer has been confirmed in writing. Technical data, illustrations, drawings, and statements concerning weight and size are binding only if they have been confirmed in writing. Construction details are subject to change.
2. The contractual delivery date has been fulfilled if, on or before this date the goods to be delivered have left the plant or when we have notified the customer that the goods are ready to be delivered.
3. We reserve the right to deliver and bill in part.
4. Acts of God, stoppages, strikes, or other circumstances over which we or our suppliers have no control, free us from our delivery obligation for the duration of this event and the length of time during which this event affects our ability to deliver.
5. We reserve the right to ship by means which is considered to be best corresponding to the latest ICC Incoterms. The goods may be delivered from the factory or from a supply depot.
6. The customer assumes all risks as soon as we hand the goods over to a shipping company. Should the customer be responsible for the delay in shipping, then the customer assumes all transportation risks starting at the time at which we notify the customer that the goods are ready to ship. In this case, the goods will be stored by us at the customer's expense. Should the goods be stored at the plant, we will charge at least 0,5% of the delivery price of the goods for each month that the goods are stored. Should the customer so desire, we will ensure the goods against the usual risks at the customer's cost.
7. Prices include neither packaging nor taxes. Additional services (e.g. assembly and preparation for use) will be charged separately. The assembly and service conditions which are valid at the time the services are performed apply to the services rendered.
8. Invoices are payable within 30 days from the date of invoice, net. Services and replacement parts are to be paid immediately net cash. Payments will be credited only to the extent to which the funds can be freely disposed of at a bank. Checks and promissory notes will be accepted only as conditional payment. Discounts and expenses will be charged to the customer. Should the customer not pay at the time to which has been agreed and which is given in the invoice, we will charge interest of 5% above the discount rate set by the German Federal Bank on the unpaid amount. Interest will be charged from the time at which the invoice was due. Should there be reasonable doubt as to the ability of the customer to pay, or should the customer enter bankruptcy or receivership, we reserve the right to require payment in advance or collateral. The customer may offset only those claims which are uncontested or which have been judicially determined. The customer may not withhold the amount due or any part of this amount because he is not satisfied with the goods.
9. We retain title to the goods until the customer has paid all of the claims arising out of the business relationship. Goods to which we still have title may be disposed of by the customer only by means of normal business transactions. The customer may neither pledge the goods as security nor transfer the ownership of these goods by way of security. The customer must notify us of any seizure of the goods by third parties without delay. Should we so require, the customer must insure these goods against loss and damage at its own cost and assign the claims arising from the insurance contracts to us in advance. The customer surrenders to us its claims from the disposal of goods to which we still have title in the proportion to which we still have title. The customer has the right to collect such claims as long as it fulfils its obligation to us. Should we determine that our claims to the goods are endangered and should we so demand, the customer must allow us to reclaim the goods to which we have still title or must notify the purchaser of these goods about the assignment of claims and provide us with all necessary information and documents. The repossession of goods to which we still have title does not constitute with drawal from the contract.

### FRANKE FILTER GMBH

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### Managing Director

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HRB Hildesheim 3109  
Ust-IdNr.: DE 245 270 753

### Bank Details

Deutsche Bank PGK Hildesheim  
BIC: DEUTDEB259  
IBAN: DE81 2597 0024 0012 7217 00



Certified acc. to  
DIN EN ISO 9001:2015  
Reg.-Nr. 070163 QM15

## **GENERAL TERMS AND CONDITIONS OF FRANKE FILTER GMBH**

Should the value of the collateral exceed our claims by more than 10% and should the customer so desire, we will release collateral of our choice. We retain the ownership and copyright of our drawings and other documentation without exception. Drawings and documentation may not be made available to third parties.

10. We guarantee our goods against construction and material defects for 12 months of use in one shift, six months in two shifts and three months in more than two shifts. The guarantee starts on the day on which the customer assumes all risks concerning the goods. Excluded from the guarantee are parts subject to wear and tear, transport damages, damage to glass parts, damages due to improper treatment or the use of inappropriate materials, and damages due to chemical, electronic, or weather effects. Visible defects in the delivered goods must be reported to us in writing within ten working days after the goods have been delivered. Hidden defects must be reported immediately after they are discovered. Should the defects not be reported within this period of time, all claims regarding defects lapse. Should the customer have legitimate claims, we have the choice between repairing the defect, or taking back or exchanging the goods. The customer is required to give us the necessary time and opportunity to perform any necessary repairs. Only in case of danger to life or limb and to prevent unusually large losses, in which case we must be notified immediately, or when we are in delay with the repair has the customer the right to repair the defect itself or to allow the defect to be repaired by a third party. We are not liable for the results of improper repairs carried out by the customer or by third parties without obtaining our permission in advance. Should goods delivered as a replacement for defective goods also be defective, or should it not be possible to repair the defect, the customer may return the goods or demand a reduction in price.
11. Damages may be claimed only when promised attributes are missing, we have violated important contractual obligations, or damage has been caused wilfully or due to our gross negligence or someone charged by us with fulfilling part of the contract. We are liable only for those damages which could be reasonably foreseen to arise from the defect. The customer has no other rights to claims. Should the customer cancel the contract without a reason, or should the customer not carry out its part of the contract, we may demand 25% of the amount of the order as damages. We reserve the right to put forward claims for provable greater damages.
12. Transportation packaging will be taken back if it is delivered to us without charge.
13. The place of performance for deliveries and payment is Bad Salzdetfurth, Federal Republic of Germany. Place of venue is Hildesheim, Niedersachsen, Federal Republic of Germany. German law is applicable under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Bad Salzdetfurth, 7<sup>th</sup> October 2019

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### **Managing Director**

Carsten Schmieding  
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