

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

The following terms and conditions apply to all sales, deliveries, and services, unless otherwise agreed in writing. The customer's terms and conditions apply only if we agree to them in writing.

1. Our offers are subject to change. Contracts are only concluded upon our written order confirmation. Technical data, illustrations, drawings, weight and dimension specifications are only binding if confirmed in writing. We reserve the right to make design changes.
2. The delivery deadline is deemed to have been met if the delivery has left the factory by the end of the deadline or readiness for shipment has been notified.
3. We reserve the right to deliver and bill in part.
4. Force majeure, operational disruptions, strikes or other obstacles beyond our control at our premises or those of our suppliers shall release us from our obligation to deliver for the duration of the disruption and its effects.
5. Shipping shall be at our discretion in accordance with the applicable ICC Incoterms. Delivery shall be ex works or ex distribution warehouse.
6. The risk shall pass to the customer as soon as we have handed over the goods to the transport company. If shipping is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon notification of readiness for dispatch. In this case, we shall store the goods at the customer's expense. For storage at the factory, we shall charge at least 0.5% of the invoice amount of the stored delivery per month. At the request of the customer and at their expense, we shall insure the shipment against the usual risks.
7. Prices exclude packaging and VAT. Additional services (e.g. assembly and commissioning) will be charged separately. Our current assembly and service conditions apply in this regard.
8. Our invoices are payable within 30 days without deduction. Services and assembly work are payable immediately in cash. Payments shall only be deemed to have been made to the extent that we have free disposal of them at a bank. If the customer fails to meet the agreed payment deadline stated on the invoice, we shall charge default interest at a rate of 5% above the Bundesbank discount rate from the due date. If there are justified doubts about the customer's solvency or if bankruptcy or composition proceedings are initiated against their assets, we shall be entitled to demand advance payment or security. The customer may only offset our claims with undisputed or legally established counterclaims. The customer is not entitled to withhold or reduce payment of due invoice amounts in the event of complaints about the goods.
9. We retain title to the goods until the customer has paid all of the claims arising out of the business relationship. The customer may sell the goods subject to retention of title only in the ordinary course of business and may neither pledge them nor transfer them by way of security; the customer must notify us immediately of any third-party claims against the goods. At our request, the customer must insure the goods subject to retention of title against loss and damage at the customer's own expense; they hereby assign their claims from the insurance contracts to us in advance. The customer assigns to us in advance as security their claims from the resale of the goods subject to retention of title to the extent of our ownership share in the goods sold. The customer is entitled to collect the claims as long as he meets his payment obligations to us. If we believe that the realization of our claims is at risk, the customer must, at our request, enable us to take back the goods subject to retention of title or must notify the purchaser of these goods about the assignment of claims and provide us with all necessary information and documents. The taking back of goods subject to retention of title does not constitute a withdrawal from the contract.

If the value of the securities exceeds our claims by more than 10%, we shall, at the customer's request, release securities of our choice to this extent. We shall retain ownership and copyright of our drawings and other documents in all cases. They may not be made accessible to third parties.

### **FRANKE FILTER GMBH**

Wiedhof 9  
D - 31162 Bad Salzdetfurth  
Germany  
Fon: +49 (0) 5064-904-0  
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<http://franke-filter.de>  
[info@franke-filter.de](mailto:info@franke-filter.de)

### **Managing Director**

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

### **Bank Details**

Deutsche Bank PGK Hildesheim  
BIC: DEUTDE33  
IBAN: DE81 2597 0024 0012 7217  
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Certified acc. to  
DIN EN ISO 9001:2015  
Reg.-Nr. 070163 QM15

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10. We provide a warranty for manufacturing and material defects for a period of 12 months after commissioning, up to a maximum of 18 months after delivery. This does not include wear parts, transport damage, damage to glass parts, and damage resulting from improper handling or the use of unsuitable operating materials or chemical, electronic, or weather-related influences. Defects in the delivered goods must be reported to us in writing no later than 10 days after receipt of the goods, or in the case of hidden defects, immediately after discovery. If this period is exceeded, all claims for defects shall lapse. In the event of justified complaints, we shall, at our discretion, remedy the defects, take back the goods, or exchange them. In the event of defects, the customer is obliged to give us the necessary time and opportunity to carry out the necessary repairs. Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case we must be notified immediately, or if we are in default with the rectification of the defect, shall the customer have the right to rectify the defect themselves or have it rectified by third parties. We are not liable for the consequences of repair work carried out improperly by the customer or third parties without our prior approval. If a replacement delivery also has defects or the rectification of defects fails, the customer may return the goods or demand a price reduction.
11. Claims for damages against us shall only arise if warranted characteristics are missing, if we have breached essential contractual obligations, or if damage has been caused by us or our vicarious agents through intent or gross negligence. Our liability is limited to the damage reasonably foreseeable as a consequence of the defect. Otherwise, claims for damages are excluded. If the customer withdraws from the order without reason or fails to fulfill the contract on their part, we may demand 25% of the order amount as compensation. We reserve the right to claim demonstrably higher damages.
12. We will take back transport packaging free of charge upon delivery.
13. The place of performance for delivery and payment is Bad Salzdetfurth, Germany. The place of jurisdiction is Hildesheim. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods.

Bad Salzdetfurth, March 16, 2026

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