General Terms and Conditions of Delivery and Service of Bollfilter UK Limited

1 General

1.1 These general terms and conditions apply for all contracts that involve the ordering of goods and services by the contract partner (hereinafter referred to as the "customer") from Bollfilter UK Limited, registered in England and Wales with company number 3880763 with its address at Unit 9, Station Road, Tolleshunt D'arcy, Essex, CM9 8TY (hereinafter referred to as "Bollfilter").

1.2 It is acknowledged that Bollfilter may be procuring ordered goods and services from its group company in Germany, Boll & Kirch Filterbrau GmbH (hereinafter referred to as "Boll & Kirch Germany"). Customer's contract remains with Bollfilter.

1.3 These general terms and conditions apply for all future contracts with the customer, even if the general terms and conditions are not agreed separately again.

1.4 Conflicting, differing or supplementary terms and conditions of the customer are not recognised by Bollfilter, unless Bollfilter has expressly agreed to them in writing for a particular order in place of these general terms and conditions with the signature of one of its directors.

1.5 The general terms and conditions of Bollfilter also apply if Bollfilter provides its services without reservation in the knowledge of conflicting or differing contract terms and conditions of the customer.

1.6 These general terms and conditions constitute conclusively together with the respective contract (i.e. the order and/or order confirmation) the agreements of the parties in relation to the respective object of the contract. No additional verbal agreements have been made.

1.7 Amendments and additions to these general terms and conditions and the contracts, additional agreements, declarations and any other agreements need to be made in writing in order to be effective. This also applies for any amendment of this clause requiring the written form.

2 Conclusion of contract

2.1 Unless otherwise expressly stated in writing, Bollfilter's offers are non-binding and without obligation. This applies in particular to any prices and times stated in the offers.

2.2 An order placed by the customer (order) is a binding offer to enter into a contract with Bollfilter. Unless otherwise is stated in the order, Bollfilter has the right to accept this offer to enter into a contract within fourteen (14) days of its receipt.

2.3 The order will be confirmed to the customer by Bollfilter in writing (including by fax or in electronic form). The customer should check the order confirmation carefully. The customer should notify Bollfilter immediately of any deviations from the order.

2.4 The details concerning the services will be specified in the respective order confirmations.

2.5 Cost estimates and information provided by Bollfilter concerning the scope, nature and duration of the services to be performed and the expected costs are non-binding and can only be approximate. They do not constitute an undertaking. They can only become a binding part of the contract if Bollfilter provides such cost estimates and information in writing without any reservation. Detailed cost estimates are only provided at the express request of the customer. Bollfilter may charge for the provision of detailed cost estimates.

3 Duties of cooperation of the customer

3.1 The customer should inform Bollfilter of any circumstances that are relevant for the performance of the services that are the object of the contract. Unless otherwise is expressly agreed in writing, Bollfilter is under no obligation to check data, information or any other performance provided by the customer for completeness and accuracy.

3.2 If cooperative acts need to be performed by the customer in order for Bollfilter to provide its services, it must perform these at its own cost. Unless otherwise is expressly agreed in writing, Bollfilter will not refund any costs to the customer.

3.3 If the customer needs to provide equipment and/or components in order for Bollfilter to provide its services, the customer will make these available to Bollfilter in good time at its own cost. Unless otherwise is expressly agreed in writing, Bollfilter will not refund to the customer the costs of supplying the equipment and/or components.

3.4 If the customer fails to meet its duties of cooperation or fails to meet them in good time or properly, Bollfilter will be released from its own obligation to perform; Bollfilter will also have the right to charge the customer for the additional cost incurred as a result. The right to make further claims is expressly reserved.

3.5 If Bollfilter carries out work on the premises of the customer, the customer will have a duty to implement all of the measures required in order to maintain safety, unless the nature of the business or an agreement with the customer requires otherwise. So long as the customer has not taken the necessary measures, Bollfilter will be released from its duty to provide the service.

3.6 If Bollfilter provides services or goods on behalf of the customer, the customer must, at the request of Bollfilter, perform the cooperative acts required for export and import at its own cost.

3.7 The customer must, upon written request by Bollfilter, issue a confirmation of arrival and send this to Bollfilter.

3.8 Further duties of cooperation may be stated in the respective order confirmations.

4 Performance time

4.1 The performance time will be stated in the respective order confirmation. If the service is to be performed within a period of time allowed for performance, the period of time will be calculated from the date of the order confirmation by Bollfilter or from the start of the period stated in the order confirmation, but not before all of the cooperative acts to be performed by the customer have been performed in full, the receipt of an agreed instalment or advance payment or before an agreed letter of credit has been opened.

4.2 Performance times are only binding if it has been expressly confirmed in writing, by fax or in electronic form that they are binding by the contact designated by Bollfilter.

4.3 If a binding performance time cannot be met for reasons for which Bollfilter is responsible, the customer shall grant Bollfilter a reasonable extended deadline in order to perform the service, stating that it will reject the performance after the extended deadline has passed. The extended deadline set by the customer must not be less than four (4) weeks.

5 Delivery of goods

5.1 Unless otherwise agreed in writing, all deliveries by Bollfilter are: (i) in the case of goods that are being delivered to customer direct from Boll & Kirch Germany, FCA 50170 Kerpen (Incoterms 2020) or (ii) otherwise FCA Tolleshunt D'arcy CM9 8TY (Incoterms 2020) Bollfilter. Unless otherwise is agreed in writing, the place of fulfilment for all obligations arising from these general terms and conditions is the registered office of Bollfilter.

5.2 Bollfilter has the right to make partial deliveries and deliveries are also subject to Bollfilter itself being supplied in good time and correctly.

5.3 The goods will be packed in accordance with commercial practice as Bollfilter chooses taking into account the mode of transport (transport by see, air or land). The cost of packaging will be borne by the customer.

5.4 Deliveries and where applicable the return transport of items provided by the customer will be made at the cost and risk of the customer. The return transport of items provided by the customer will only be made at the customer's express request in writing.

5.5 The customer should check the goods delivered and services performed by Bollfilter immediately upon their delivery or performance, if this is possible in the ordinary course of business. It should notify Bollfilter in writing of any noticeable defects immediately, and within no more than five (5) working days of delivery and or performance. The customer should notify Bollfilter in writing of any defects that are not noticeable and are discovered at a later date immediately, and within no more than five (5) working days of their discovery. The customer should describe the respective defects in as much detail as possible. If the customer fails to notify the defects, the goods or service performed will be considered to be approved in respect of the defect concerned.

5.6 If the goods are delivered by a carrier contracted by Bollfilter, the customer should notify any damage and/or losses in transit and late deliveries as described below:

5.6.1 The customer should inspect the goods upon delivery for any externally identifiable damage and/or losses in transit and notify the carrier in writing of any damage and/or losses at the time of delivery.

5.6.2 The customer should notify the carrier of any damage and/or losses in transit that are not externally identifiable immediately at the time of delivery, and within no more than 5 working days of discovery of the damage in transit.

5.6.3 The customer should describe the damage in detail and send immediately a copy of the notification to Bollfilter.

5.6.4 The customer should notify Bollfilter immediately in writing of any late deliveries.

5.7 If the customer fails to notify in good time as per 5.6, it will be assumed that the goods have been delivered in a condition as required under the contract.

5.8 Unless otherwise has been expressly agreed in writing and if permitted by law, the packaging material will become the property of the customer upon receipt of the goods. This concerns in particular outer packaging, transport and product packaging.

6 Prices

6.1 The prices for the services to be provided and goods to be supplied by Bollfilter are stated in the respective order confirmation.

6.2 If no price is stated in the order confirmation, the services to be performed by Bollfilter will be provided based on the standard pricelist as amended.

6.3 Unless otherwise is expressly agreed, the customer will be charged transit time (including waiting time) and travel costs separately. Travel costs include in particular, but not only, the actual transport and accommodation costs and the statutory meal allowances.

6.4 Unless otherwise is agreed in writing or stated in these general terms and conditions, all prices are net (exclusive of VAT) in pound sterling and do not include shipping or packaging costs. If Bollfilter accepts other currencies, the exchange rate applicable at the time of the quotation is decisive.

6.5 If a period of more than two months elapses between the conclusion of the contract and its performance, Bollfilter may unilaterally increase prices in a reasonable manner in the event of an increase in material procurement or production costs, taxes, wage and non-wage costs, as well as energy costs and costs due to environmental regulations.

7 Payment terms

7.1 Unless otherwise expressly agreed in writing, the invoice shall be payable immediately. Payment should be made within thirty (30) calendar days of the invoice date unless otherwise agreed in writing. If applicable, the customer must pay the applicable statutory VAT. Any other taxes or duties, such as source tax or import duties that Bollfilter is charged in relation to the services or goods will be borne by the customer. If any claims are made against Bollfilter for such taxes and duties, the customer will indemnify Bollfilter against these claims.

7.2 Regardless of the means of payment used, the payment will not be considered to have been made until the full amount has been irrevocably credited to Bollfilter's account.

7.3 If the customer defaults on its payment, Bollfilter is entitled to demand statutory late payment interest from the customer. Other legal claims of Bollfilter due to late payment remain unaffected.

7.4 If the customer falls into arrears by more than three (3) months with its outstanding payments, Bollfilter may notify the customer in writing of its termination of the

contract without notice and/or withdrawal from the contract. Bollfilter's right to make further claims remains unaffected.

7.5 If, after the conclusion of a contract, reasonable doubts emerge concerning the customer's ability to perform it obligations, in particular its ability to pay or its creditworthiness, and if the customer, despite having received a corresponding request in writing, is not willing to pay in advance or provide a suitable security, Bollfilter will have the right, after a reasonable extended deadline has passed without success, to terminate the respective contract without notice and/or withdraw from the contract.

8 Retention of title

8.1 The delivered goods will remain the property of Bollfilter until all receivables from the business relationship have been paid in full.

8.2 The customer is entitled to process the goods of Bollfilter within the framework of its normal business operations. In the case of processing, connecting and mixing of goods owned by Bollfilter with other goods, Bollfilter will be entitled to co-ownership of the new item in proportion to the invoiced value of the goods of Bollfilter relative to the value of those other goods at the time of processing, connecting or mixing. During the existence of a retention of title, a resale by the customer to a third party is only permitted within the framework of normal business operations and under maintenance of the retention of title. The customer hereby assigns to Bollfilter all claims arising from the resale of the reserved goods against customers of the customer. If goods are resold together with other goods not belonging to Bollfilter, the customer assigns to Bollfilter the part of the claims arising from the resale that corresponds to the invoiced amount of the goods.

8.3 The customer may only dispose of, and in particular sell, assign as security or pledge the goods that are subject to retention of title with Bollfilter's prior consent in writing.

8.4 If the value of the securities to which Bollfilter is entitled exceeds the outstanding receivables to be secured by more than 20%, Bollfilter will be obliged to release securities to this extent as it chooses. The value will be based on the net invoice value that Bollfilter has charged the customer.

8.5 In the event of default of payment, the risk of cessation of payment, unsatisfactory information about the solvency and/or financial position of the customer, or if the customer is the subject of seizure by way of execution or protests against bills of exchange or an application is made to open insolvency proceedings for the customer's assets, Bollfilter will have the right to terminate the contract or withdraw from the contract and take possession of the goods that are subject to retention of title without further ado. The customer will be obliged to hand over the goods.

8.6 If Bollfilter's ownership rights are impaired by a third party, in particular by way of confiscation or seizure of the goods that are subject to retention of title, the customer should inform Bollfilter immediately sending the documents in its possession (e.g. pledge document) and advise the third party of Bollfilter's ownership rights. The customer shall bear all of the costs that are necessary to remove the impairment of Bollfilter's rights.

8.7 The customer must store with care, keep in good condition and repair the goods that are subject to retention of title and insure them against deterioration, destruction and loss with the due diligence of a prudent businessman. The customer herewith assigns any insurance claims or other claims for compensation due to deterioration, destruction or loss to Bollfilter; Bollfilter accepts this assignment.

8.8 The customer will inform Bollfilter immediately in writing of any changes to the set-up site or installation site of the goods that are subject to retention of title.

9 Acceptance

9.1 If acceptance is required by law or has been expressly agreed in writing, the customer should declare its acceptance or rejection within fourteen (14) calendar days of completion of the work by Bollfilter.

9.2 The customer does not have the right to reject due to minor defects.

9.3 If the customer declares a refusal of acceptance, it must inform Bollfilter in writing of the reasons for doing so, and, as far as possible, state the changes necessary for acceptance. If there is actually a defect, Bollfilter will make the contractually due changes within thirty (30) calendar days after receipt of the written declaration of the customer, unless a longer period is reasonable.

9.4 If the customer again declares its rejection, the procedure as described in 9.1 is to be followed again.

9.5 If the customer again refuses to accept the goods after the second rework, the customer may declare its acceptance but noting any actual defects with a reduction in the price to be charged by Bollfilter based on such defect (such to be agreed between the parties acting reasonably and in good faith). Bollfilter may refuse a request by the customer for a further rework.

9.6 Declarations of acceptance have to be made in writing. Rejections have to be made in writing with the reasons stated in writing.

9.7 If partial acceptance has been agreed in writing, the above provisions apply accordingly for the respective partial acceptance.

9.8 Bollfilter's performance will be considered to have been accepted, even if the customer has not expressly declared its acceptance and if Bollfilter has not requested acceptance,

9.8.1 if the customer uses the work performed, or

9.8.2 with payment, unless the customer has justifiably rejected the work performed, or

9.8.3 if the customer neither accepts nor rejects the work performed by the deadline stated in 9.1.

10 Liability for defects

10.1 The quality, nature and scope of the goods and services are defined exclusively and conclusively in the respective order confirmation or any product description attached to the order confirmation. The information included in the respective order confirmation and/or in the product description does not constitute any guarantee.

10.2 Bollfilter provides no guarantee for quality, durability or any other guarantee, unless Bollfilter has made

a written commitment referred to as a guarantee in a given case.

10.3 When an order for goods is placed, Bollfilter does not guarantee that the delivered goods are suitable for the purpose intended by the customer, unless the purpose is expressly stated in writing in the respective order confirmation.

10.4 In the event of a slight reduction in the value and/or suitability of the goods or service, the customer will not have the right to make a claim for liability for defects.

10.5 In the event of any defects that are attributable to external influences, operator error or changes, additions, installations, extensions, attempted repairs or any other manipulations not made by Bollfilter and also not approved by Bollfilter, the customer will not have the right to make a claim for liability for defects.

10.6 If a justified defect is notified in good time, Bollfilter will either rectify the defect or deliver a defect-free item, as it chooses. Bollfilter is entitled to at least three attempts at supplementary performance.

10.7 For the rest, the customer is entitled to its statutory rights subject to 10.8 below.

10.8 For claims for compensation, the general limitations of liability defined under section 11 apply.

10.9 The limitation period for all claims according to section 10 is 12 months. The statutory provisions apply for the limitation period.

10.10 The customer must provide Bollfilter with the necessary support free of charge in the course of the work to rectify the defects.

11 Liability

11.1 Subject to the provisions of 5 and 10 above, the following provisions set out the entire financial liability of Bollfilter and Boll & Kirch Germany (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the customer in respect of:

11.1.1 any breach of the contract or of these general terms and conditions;

11.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the goods or services, or of any product incorporating any of the goods; and

11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.

11.3 Nothing in these general terms and conditions excludes or limits the liability of Bollfilter:

11.3.1 for death or personal injury caused by Bollfilter's negligence;

11.3.2 for any matter which it would be illegal for Bollfilter to exclude or attempt to exclude its liability; or

11.3.3 for fraud or fraudulent misrepresentation.

11.4 Subject to 11.2 and 11.3 above:

11.4.1 Bollfilter's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract (or order) shall be limited to the liability amount specified in the order confirmation or, if not specified, then the total price stated in the order confirmation or contract; and

11.4.2 Bollfilter shall not be liable to the customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

11.4.3 Liability for loss of data will be limited to the typical cost of recovery that would also have been incurred if the data were backed up regularly and in a manner appropriate for the level of risk.

11.5 Subject to 11.2 and 11.3 above, the limitation period for all claims pursuant to section 10 is 12 months. Any statutory provisions apply to the limitation period.

11.6 If Bollfilter's liability is excluded or limited under the above 11.1 to 11.5, this also applies for Bollfilter's staff in the event of the customer making a claim directly against Bollfilter's staff. The same applies to Boll & Kirch Germany.

11.7 The customer should notify Bollfilter immediately in writing if there is the threat of a product liability claim by a third party or if a product liability claim is made by a third party that concerns or might concern work to which Bollfilter has contributed. The customer will give Bollfilter the opportunity to make a statement in writing by a reasonable deadline before taking further measures such as in particular product recalls or replacement actions.

12 Force majeure

12.1 If Bollfilter is temporarily prevented from providing its service due to force majeure and as a result agreed performance times cannot be met, Bollfilter will have the right to catch up on its performance at a later date. The agreed performance time will be extended appropriately as a result of the force majeure. In this respect the customer does not have the right to make any claims for non-performance or late performance. Bollfilter will inform the customer immediately should force majeure occur. In particular the following events are considered to be force majeure: war, disasters, pandemics, epidemics and/or plagues, sabotage, riot, strike and lock-outs in the company's own plants, distribution facilities, suppliers or transport carriers and intervention by public authorities, regardless of whether this intervention is in the territory of the United Kingdom or territories from which and/or through which Bollfilter itself is supplied (including the Federal Republic of Germany).

12.2 If one of the events listed in 12.1 occurs before or after the contract is concluded, it will only entitle Bollfilter to

suspend the performance of its contractual obligations in this respect if its effects on the performance of the contract could not be foreseen at the time of the contract was concluded.

12.3 If the force majeure event lasts continuously for longer than six (6) months, each party will have the right to withdraw from the respective service specification by informing the other party in writing.

13 Granting of rights

13.1 If this is necessary for the agreed use of the work performed by Bollfilter, and unless otherwise is expressly agreed in writing, Bollfilter grants the customer a non-exclusive and non-transferrable right to use the work protected by copyright after payment has been made by the customer to the extent that this is necessary for the agreed use of the work performed by Bollfilter.

13.2 The passing on and use of Bollfilter's work for purposes other than those specified in the contract, in particular its publication, is only allowed with Bollfilter's prior consent in writing.

13.3 This contract does not grant customer any ownership or other rights in the intellectual property licensed to, or created or owned by, Bollfilter or Boll & Kirch Germany except for the licence described in 13.1.

14 Confidentiality

14.1 The parties agree to maintain strict confidentiality concerning any information that they obtain in writing, verbally or in any other form in connection with these general terms and conditions and the contracts of Bollfilter, in particular, but not limited to, technical documents, documents, drafts, plans, data, know-how and any other form of business secret.

14.2 The parties will use this information exclusively for the purpose of meeting the obligations under these general terms and conditions and the contracts. The parties will also suitably place their staff and other persons who are involved in the meeting of these obligations under obligation to maintain confidentiality.

14.3 The obligation to maintain confidentiality will no longer apply if the party under obligation to maintain confidentiality proves that

14.3.1 it knew a particular piece of information before the cooperation began,

14.3.2 it obtained his information from another third party entitled to use the information,

14.3.3 the information was generally available, and the party under obligations to maintain confidentiality was not responsible for this generally availability,

14.3.4 it has developed the information itself independent from the current cooperation,

14.3.5 or it was obliged to disclose the information due to an official order or legal requirement.

14.4 Unless otherwise agreed, the confidentiality obligation continues to exist indefinitely even after the termination of the contract. The parties will be liable for all losses incurred by the other party due to a breach of one of these obligations.

15 Miscellaneous

15.1 The customer does not have the right to set off claims against Bollfilter. This does not apply for claims against Bollfilter that are undisputed, established in law or have been accepted by Bollfilter.

15.2 Rights of retention or other rights to refuse performance can only be asserted against Bollfilter if they are based on claims by the customer relating to the respective contract under which Bollfilter is claiming payment from the customer.

15.3 The assignment and/or transfer of rights and/or obligations under these general terms and conditions and the contracts by the customer requires Bollfilter's prior consent in writing.

15.4 Bollfilter will decide as it sees fit on the deployment and exchange of its own staff in the course of the performance of its obligations under the terms and conditions below. If performance takes place at the customer, Bollfilter will remain the sole party authorised to issue instructions to the staff it deploys. Bollfilter's staff will not be integrated into the customer's operations.

15.5 The law of England and Wales applies exclusively to these general terms and conditions, to all contracts and to all disputes arising out of and/or in connection with these general terms and conditions and the contracts, including their conclusion, with the exception of its conflict of laws rules and excluding the provisions of the United Nations Convention on contracts for the International Sale of goods of 11/04/1980 (CISG).

15.6 The courts of England shall have exclusive jurisdiction in relation to all disputes arising from and/or relating to these general terms and conditions and the contracts, including their formation, and for all types of legal action, provided that Bollfilter also has the right to bring an action against the customer at its general place of jurisdiction.

15.7 Bollfilter reserves the right to make amendments or additions to these general terms and conditions from time to time. For continuing obligations, the general terms and conditions will apply as amended. Other obligations are governed by the version applicable at the time the respective contract was formed. This clause is subject to Bollfilter informing customer in writing of such amendments and additions.

15.8 If any provision in these general terms and conditions or the respective contract should be or become ineffective in whole or in part, this will not affect the validity of the remaining provisions. Any ineffective provision is to be replaced by a provision that is legally possible and is as close as possible in terms of content to the ineffective provision and the well-understood economic interests of the parties in the ineffective provision. The same applies for any gap in the provisions.

15.9 No part of the contract shall be intended to confer rights on any person other than customer and Bollfilter and (if relevant) Boll & Kirch Germany. Accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract in relation to any such third parties.