

## General Terms and Conditions of Delivery and Service of Boll & Kirch Filterbau GmbH

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### 1 General

**1.1** These general terms and conditions of delivery and service apply for all contracts that involve the ordering of goods and services by the contract partner (hereinafter referred to as the "customer") from Boll & Kirch Filterbau GmbH (hereinafter referred to as "BOLL & KIRCH").

**1.2** These General Terms and Conditions of Supply and Services apply only to companies, legal persons under public law and special assets under public law.

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

**1.4** Conflicting, differing or supplementary terms and conditions of the customer are not recognised by BOLL & KIRCH, unless BOLL & KIRCH has expressly recognised them in writing in a given case in place of these general terms and conditions of delivery and service with the signature of one of the managing directors who are authorised to do this.

**1.5** The general terms and conditions of delivery and service of BOLL & KIRCH also apply if BOLL & KIRCH provides its services without reservation in the knowledge of conflicting or differing contract terms and conditions of the customer.

**1.6** Unless otherwise expressly stated in these general terms and conditions of delivery and service, all declarations and notifications made in the course of the contractual and business relationship with the customer need to be made in writing (including by fax) or electronic form with a qualified electronic signature.

**1.7** These general terms and conditions of delivery and service 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.

**1.8** Amendments and additions to these general terms and conditions of delivery and service 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 is expressly stated in writing, BOLL & KIRCH's offers are non-binding and without obligation, this applies in particular for 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 BOLL & KIRCH. Unless otherwise is stated in the order, BOLL & KIRCH 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 BOLL & KIRCH in writing (including by fax or in electronic form). The customer has to check the order confirmation carefully. BOLL & KIRCH has to be notified 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 BOLL & KIRCH 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 BOLL & KIRCH provides such cost estimates and information in writing without any reservation. Detailed cost estimates are only provided at the express wish of the customer. There will be a charge for this.

### 3 Duties of cooperation of the customer

**3.1** The customer has to inform BOLL & KIRCH 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, BOLL & KIRCH 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 BOLL & KIRCH to provide its services, it has to perform these at its own cost. Unless otherwise is expressly agreed in writing, BOLL & KIRCH will not refund any costs to the customer.

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

**3.4** If the customer fails to meet its duties of cooperation or fails to meet them in good time or properly, BOLL & KIRCH will be released from its own obligation to perform; BOLL & KIRCH 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 BOLL & KIRCH 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, BOLL & KIRCH will be released from its duty to provide the service.

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

**3.7** The customer must, upon written request by BOLL & KIRCH, issue a confirmation of arrival and send this to BOLL & KIRCH.

**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 BOLL & KIRCH 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 BOLL & KIRCH.

**4.3** If a binding performance time cannot be met for reasons for which BOLL & KIRCH is responsible, the customer may grant BOLL & KIRCH 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 BOLL & KIRCH are FCA 50170 Kerpen (Incoterms 2020) BOLL & KIRCH. Unless otherwise is agreed in writing, the place of fulfilment for all obligations arising from these general terms and conditions of delivery and service is the registered office of BOLL & KIRCH.

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

**5.3** The goods will be packed in accordance with commercial practice as BOLL & KIRCH chooses taking into account the mode of transport (transport by sea, 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 has to check the goods delivered and services performed by BOLL & KIRCH immediately upon their delivery or performance, if this is possible in the ordinary course of business. It has to notify BOLL & KIRCH in writing of any noticeable defects immediately, and within no more than five (5) working days of delivery and or performance. The customer has to notify BOLL & KIRCH 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 has to 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 BOLL & KIRCH, the customer has to notify any damage and/or losses in transit and late deliveries as described below:

**5.6.1** The customer has to 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 has to 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 has to describe the damage in detail and send immediately a copy of the notification to BOLL & KIRCH.

**5.6.4** The customer has to notify BOLL & KIRCH 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 BOLL & KIRCH are stated in the respective order confirmation.

**6.2** If no price is stated in the order confirmation, the services to be performed by BOLL & KIRCH 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 of delivery and service, all prices are net in euros and do not include shipping or packaging costs. If BOLL & KIRCH 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, BOLL & KIRCH may unilaterally increase prices in a reasonable manner (section 315 BGB (German Civil Code)) 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 paid immediately. Payment has to 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 BOLL

& KIRCH is charged in relation to the services or goods will be borne by the customer. If any claims are made against BOLL & KIRCH for such taxes and duties, the customer will indemnify BOLL & KIRCH 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 BOLL & KIRCH's account.

**7.3** If the customer defaults on its payment, BOLL & KIRCH is entitled to demand interest in the legal amount from the customer. Other legal claims of BOLL & KIRCH due to late payment remain unaffected.

**7.4** If the customer falls into arrears by more than three (3) months with its outstanding payments, BOLL & KIRCH may notify the customer in writing of its termination of the contract without notice and/or withdrawal from the contract. BOLL & KIRCH'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 its 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, BOLL & KIRCH 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 BOLL & KIRCH until all receivables from the business relationship have been paid in full.

**8.2** The customer is entitled to process the goods of BOLL & KIRCH within the framework of its normal business operations. In the case of processing, connecting and mixing of goods owned by BOLL & KIRCH with other goods, BOLL & KIRCH will be entitled to co-ownership of the new item in proportion to the invoiced value of the goods of BOLL & KIRCH 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 BOLL & KIRCH 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 BOLL & KIRCH, the customer assigns to BOLL & KIRCH 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 BOLL & KIRCH's prior consent in writing.

**8.4** If the value of the securities to which BOLL & KIRCH is entitled exceeds the outstanding receivables to be secured by more than 20%, BOLL & KIRCH will be obliged to release securities to this extent as it chooses. The value will be based on the net invoice value that BOLL & KIRCH 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, BOLL & KIRCH 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 BOLL & KIRCH'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 has to inform BOLL & KIRCH immediately sending the documents in its possession (e.g. pledge document) and advise the third party of BOLL & KIRCH's ownership rights. The customer has to bear all of the costs that are necessary to remove the impairment of BOLL & KIRCH's rights.

**8.7** The customer has to 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 BOLL & KIRCH; BOLL & KIRCH accepts this assignment.

**8.8** The customer will inform BOLL & KIRCH 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 has to declare its acceptance or rejection within fourteen (14) calendar days of completion of the work by BOLL & KIRCH.

**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 BOLL & KIRCH 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, BOLL & KIRCH 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 under protest with a reduction in the price to be charged by BOLL & KIRCH. This acceptance under protest will be considered to be acceptance as defined by § 640 of the German Civil Code (BGB). BOLL & KIRCH 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** BOLL & KIRCH's performance will be considered to have been accepted, even if the customer has not expressly declared its acceptance and if BOLL & KIRCH 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** BOLL & KIRCH provides no guarantee for quality, durability or any other guarantee, unless BOLL & KIRCH has made a written commitment referred to as a guarantee in a given case.

**10.3** When an order for goods is placed, BOLL & KIRCH 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 BOLL & KIRCH and also not approved by BOLL & KIRCH, 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, BOLL & KIRCH will either rectify the defect or deliver a defect-free item, as it chooses. BOLL & KIRCH 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 no. 11 apply.

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

**10.10** The customer has to provide BOLL & KIRCH 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 in 11.2 - 11.8 below, BOLL & KIRCH will only be liable, regardless of the legal grounds, for damage and/or costs due to the wilful intent or gross negligence of BOLL & KIRCH, its legal representatives or executives.

**11.2** For damages and costs due to the gross negligence of other vicarious agents, BOLL & KIRCH's liability will be limited to the damage and costs that can be typically expected in the respective contract.

**11.3** For damages and costs caused by BOLL & KIRCH, its legal representatives, executives or any other vicarious agents without wilful intent or gross negligence, BOLL & KIRCH will only be liable in the event of the culpable breach of an obligation that is of particular importance for the achievement of the purpose of the contract (cardinal obligation). In the event of a breach of a cardinal obligation, the limitation of liability of 11.2 of these liability provisions apply.

**11.4** 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** Maximum liability limits may be defined in the respective offer by BOLL & KIRCH.

**11.6** Any liability of BOLL & KIRCH for damages due to injury to life, limb or health, the assumption of a guarantee or a procurement risk and under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

**11.7** The limitation period for all claims according to section 10 is 12 month. The statutory provisions apply for the limitation period.

In the event of the wilful intent or gross negligence of BOLL & KIRCH, its legal representatives or executives and in the event of the wilful intent of other vicarious agents and in the event of damages due to injury to life, limb or health, the statutory limitation periods will apply in place of the limitation period for liability for defects stated in 10.9.

**11.8** If BOLL & KIRCH's liability is excluded or limited under the above 11.1 - 11.7, this also applies for BOLL & KIRCH's staff in the event of the customer making a claim directly against BOLL & KIRCH's staff. The same applies to organs of BOLL & KIRCH.

**11.9** The customer has to notify BOLL & KIRCH 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 BOLL & KIRCH has contributed. The customer will give BOLL & KIRCH 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 BOLL & KIRCH is temporarily prevented from providing its service due to force majeure and as a result agreed performance times cannot be met, BOLL & KIRCH 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. BOLL & KIRCH 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 Federal Republic of Germany or territories from which and/or through which BOLL & KIRCH itself is supplied.

**12.2** If one of the events listed in 12.1 occurs before or after the contract is concluded, it will only entitle BOLL & KIRCH 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 BOLL & KIRCH, and unless otherwise is expressly agreed in writing, BOLL & KIRCH 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 BOLL & KIRCH.

**13.2** The passing on and use of BOLL & KIRCH's work for purposes other than those specified in the contract, in particular its

publication, is only allowed with BOLL & KIRCH's prior consent in writing.

#### **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 of delivery and service and the contracts of BOLL & KIRCH, 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 of delivery and service 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 general 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 offset claims against BOLL & KIRCH. This does not apply for claims against BOLL & KIRCH that are undisputed, established in law or have been recognised by BOLL & KIRCH.

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

**15.3** The assignment and/or transfer of rights and/or obligations under these general terms and conditions of delivery and service and the contracts by the customer requires BOLL & KIRCH's prior consent in writing.

**15.4** BOLL & KIRCH 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 of delivery and service below. If performance takes place at the customer, BOLL & KIRCH will remain the sole party authorised to issue instructions to the staff it deploys. BOLL & KIRCH's staff will not be integrated into the customer's operations.

**15.5** German law applies exclusively to these general terms and conditions of delivery and service, to all contracts and to all disputes arising out of and/or in connection with these General Terms and Conditions of Supply and Services 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 sole place of jurisdiction for all disputes arising from and/or relating to these general terms and conditions of delivery and service and the contracts, including their formation, and for all types of legal action is the location BOLL & KIRCH's registered office. BOLL & KIRCH also has the right to bring an action against the customer at its general place of jurisdiction.

**15.7** BOLL & KIRCH reserves the right to make amendments or additions to these general terms and conditions of delivery and service from time to time. For continuing obligations, the general terms and conditions of delivery and service will apply as amended. Other obligations are governed by the version applicable at the time the respective contract was formed. The current version can be viewed at and downloaded from [www.bollfilter.com](http://www.bollfilter.com).

**15.8** If any provision in these general terms and conditions of delivery and service 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.

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