

Conditions of sales and delivery

filtrertechnik.Europe GmbH & Co. KG

state: 18.02.2010

§ 1 Ambit

The following conditions of the filtrertechnik.Europe GmbH & Co. KG, **fteu**®, apply exclusively. We disagree with any condition of our customers, deflecting from the **fteu**® sales conditions. Customer's conditions differing from ours require written agreements by **fteu**®, nominating single contradictions for making them valid. Agreements, differing from these conditions require written approval by **fteu**® for their effectiveness.

§ 2 Settlement of contract

- (1) **fteu**® offers and prices are without engagement. Price changes - due to altered acquisition prices - are explicitly reserved to ourselves.
- (2) The customer's order is a binding offer. **fteu**® can accept this offer within two weeks by sending an order confirmation at our choice.
- (3) Orders require written agreements by **fteu**®. Changes, additions and side agreements need to be confirmed in written form by **fteu**® for their effectiveness.
- (4) When a long term supplier assertion is missing respectively without prior agreement, the impossibility of supplementary issuance of a confirmation of preferential origin status does not result in the invalidity of contract respectively to customer's claims. The effectiveness of the sales business stays intact.

§ 3 Quality

Quality requirements of **fteu**® wire cloths, filters and filter parts are described by the **fteu**® works standard. All **fteu**® information and terms refer to the **fteu**® works standard. The **fteu**® works standard is attached to these conditions and is part of our offer.

§ 4 Samples

- (1) **fteu**® reserves the property rights of layouts, drawings, calculations, samples and other documents to the company; contained information is not binding. Its transfer requires explicit, previous written agreement by **fteu**®.
- (2) Samples of **fteu**® are approximate, non-binding exemplars for quality, color and measurement.

§ 5 Prices

- (1) Our prices apply ex factory, excluding packaging.
- (2) The calculation is made in EURO according to the respective price agreed on.
- (3) The value added tax (VAT) regulated by law is not included in the value of goods. It is separately calculated and charged, due to the effective rate at the time of the delivery.
- (4) **fteu**® reserves the right to raise respectively decrease the prices in contracts with a higher agreed term of a contract/delivery time than 4 months, in case of actual increase costs caused by for example collective labour agreements, increase of material prices and increase of taxes, regulated by law.
- (5) **fteu**® produces blanks according to customer's specifications from coil. **fteu**® has the right to charge preproduction-, blank-, material-, and offcut costs, in case no price per unit was defined.

§ 6 Blanket orders

- (1) The term of a contract of blanket orders cannot be longer than a year.
- (2) **fteu**® has the right to procure the material for the entire order and to produce the complete purchase order quantity continuously. Requests for modification of the customer cannot be regarded after placing the order, neither for the total quantity nor for parts of it.

- (3) The supply for the delivery results after the call-off order of the customer in 4 subsets maximum within the term of a contract. After the supply for delivery the goods have to be payed immediately.
- (4) The call-off order has to be placed 4 calendar weeks minimum ahead of the delivery date.
- (5) **fteu**® has the right to deliver quarterly the fourth piece of the total quantity without call-off of the customer. The customer is obliged to accept and receive the delivered goods.
- (6) If the customer does not accept ordered goods, in spite of written request by **fteu**®, according to figures (3), (4), storage and handling costs are charged immediately in fixed costs in the amount of € 8,00/m² a month. **fteu**® has the right to ask for the cover of any additional damage.

§ 7 Delivery quantity

fteu® is allowed to deliver 10% more or less of the ordered quantity. The order is deemed to be completely fulfilled with this delivery quantity.

§ 8 Delivery

- (1) The order is delivered to the delivery address provided by the customer. It is the customer's responsibility to provide a complete and correct delivery address. If the delivery is not possible caused by a incomplete or erroneous address the customer is obligated to cover all arisen expenses to **fteu**®. § 5 (5) applies accordingly.
- (2) If not specified by the customer in the order, we reserve ourselves the right to choose the kind of delivery.
- (3) Transfer of perills to the customer as soon as the delivery is handed over to the person executing the delivery.

§ 9 Terms of delivery

- (1) If the approved delivery date expires, **fteu**® has the right to set an adequate additional respite, minimum 3 calendar weeks.
- (2) Unpredictable events (strike, lock-out, force majeure, etc.) which **fteu**® neither has influence on nor is able to prevent concerning us directly or indirectly, entitle us to elongate delivery terms or partially withdraw from contract.
- (3) In the event of delayed delivery the customer may not claim damage caused by the delay, regardless of the cause.
- (4) If a default of acceptance occurred for which the customer is responsible or if the customer violates any other obligation to co-operate, **fteu**® has the right to to prefer orders of other customers and to elongate the delivery time appropriately. Irrespective of any other demands **fteu**® has the right to request the cover of insofar incidental damages including additional expenditure.

§ 10 Packaging

Packaging is charged as cost of sales and is not withdrawn.

§ 11 Payment arrangements

- (1) Our invoices have to be paid within 30 days starting from sending and invoice date without deduction. The payment has to be performed losslessly to **fteu**®. The receipt of a payment at **fteu**® is applicable for the timeliness of the payment.
- (2) If the customer is in default of payment, we may demand 5% default interest on top of the applicable base rate. If **fteu**® can give prove of higher default damages/losses, we are entitled to assert it.

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(3) If a customer is in default of payment or his investments shape adversarial, all demands of payment are due immediately. This also concerns payment by note. In this event we reserve ourselves the right of withdrawal from a running contract, or we are entitled to deliver after either a deposit or an advance payment has been made. In addition **fteu®** has the right to retain all delivery or service.

(4) The customer is only authorized for retention if his customer claim are based on the same contractual relationship.

(5) The acceptance of **fteu®** of exchanges can only take place due to a prior written agreement. Exchanges are only effective, if they have been encashed. Note charges are charged on the customer.

(6) The customer is only entitled to set-off rights, if his counter claims were legally asserted or accepted by us.

§ 12 Retention of title

(1) Until complete payment **fteu®** holds the ownership of the delivered products.

(2) The ownership is transferred to the customer, when he has amortised all his liabilities of our product delivery. On running account the reserved ownership is considered as assurance of our payment balance request.

(3) The customer is entitled to alienate the goods in the usual course of business with retention of title.

(4) When processed, combined or mixed with other goods, which we did not deliver a co-ownership of the new thing is entitled to us proportional to the value of the conditional goods to the other allotments.

(5) Forfeiting or security transfer of title by the customer is prohibited. The customer has to inform us immediately about forfeiting or any other curtailing of our rights by a third party.

§ 13 Warranty

(1) The customer is obligated to report obvious deficiencies of the product including damages resulting from transport to **fteu®** immediately in writing. If the customer does not bring forward any complaints, the product is considered accepted.

(2) At the occurrence of rightful claims the customer is entitled to a compensation delivery free of charge. Further claims, especially claims due to consequential damages, are especially excluded.

(3) The inadequate goods have to be sent back to **fteu®** in the same condition it was in when the damage was noticed.

(4) Complaints do not justify the change of the payment terms or a default of payment.

§ 14 Miscellaneous

(1) Heinsberg/Germany is place of delivery and payment.

(2) Changes or additions of the general terms and conditions are required in writing for legal effect. This also applies for the agreement setting aside the written-form requirement itself.

(3) The validity of the general terms and conditions is not affected, if any ordinance in the general terms and conditions is or will be ineffective. The parties commit themselves to replace the ineffective regulation by one which economically equals the subject of contract.

(4) The laws of the Bundesrepublik Deutschland apply for all contractual relations between the parties, excluding the UN Convention on Contract for the International Sale of Goods (CISG).

(5) Heinsberg is court of jurisdiction for all opposite claims and engagements, also for exchange and cheque demands, is for business people, legal bodies of public law, separate estates under public law and customers which do not have a domestic court of jurisdiction.

Conditions of sale and delivery is valid from February, 18th 2010. All prior versions are invalid.