

General Terms of Sale of Junker-Filter GmbH

valid from: 01.10.2020

1. Scope of Application

- 1.1 Our following General Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions of Sale") shall apply to all deliveries and provision of services - including future deliveries and provision of services - to companies within the meaning of § 14 BGB (German Civil Code), legal entities under public law and a special fund under public law (hereinafter referred to as "customer"). An entrepreneur (Unternehmer) as defined by § 14 BGB is a natural or legal person or a partnership with legal capacity, which acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.
- 1.2 Our separate General Terms and Conditions of Purchase and Order apply to our purchases and orders.
- 1.3 Deviating conditions of the customer which we do not expressly accept in writing are not binding for us, even if we do not expressly object to them. Our Terms and Conditions of Sale shall apply even if we carry out the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
- 1.4 In the case of long-term business relationships, these Terms and Conditions of Sale, in the version current at the time of their effective inclusion in the contractual negotiations or the contract, shall also apply to future offers and contracts for the sale or delivery of movable goods with the same customer, without our having to refer to them again in each individual case.

2. Provision of Services

- 2.1 On customer request, we also provide services in accordance with these Terms and Conditions of Sale, such as the assembly of filter bags, laboratory tests, technical advice on filters and engineering services.
- 2.2 In order to be able to submit a service offer to the customer, we will determine the

approximate amount of work and the necessary materials and tools required for this purpose, free of charge for the customer, by visiting the construction site or by obtaining appropriate information. On the basis of these investigations, we then prepare a corresponding offer for the customer.

- 2.3 When rendering services, we are entitled to have the services rendered by experienced subcontractors selected by us as vicarious agents.
- 2.4 Unless otherwise agreed, the flat rate agreed for the service will cover all services covered by the offer. If, however, the service performed by us or our vicarious agents on site deviates significantly from the contractually agreed service so that adherence to the flat rate is no longer reasonable, the additional work will be invoiced on an hourly basis, taking into account the previous price calculation basis. The amount of our claim for remuneration for additional expenditure is calculated according to the actual costs incurred in accordance with the net hourly rates stated in the offer. In such a case, the customer will be provided with corresponding time sheets.

3. Conclusion of Contract

- 3.1 Our offers are subject to alteration and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance.
- 3.2 Customers are bound to their orders for a period of four weeks. These orders become binding for us as soon as we confirm them in writing or comply with the order by sending the goods.
- 3.3 Any acceptance of an order is subject to the availability of the goods ordered.
- 3.4 Our written order confirmation is decisive for the scope of delivery.
- 3.5 Changes to the technical design of the ordered products in a manner customary in the trade are permissible, unless this results in



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a significant change in function or the change is unreasonable for the customer.

- 3.6 We only warrant the quality of an item (Garantie) if this has been expressly promised in our order confirmation or in our advertising.
- 3.7 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. These must not be made accessible to third parties and must be returned in full and without delay on request if a contract is not concluded or is terminated.

4. Delivery and Service

- 4.1 The commencement of the delivery and/or performance period is subject to the timely and proper fulfilment of the customer's obligations. If these obligations are not fulfilled on time, the delivery and/or performance period shall be extended accordingly.
- 4.2 In cases of strike, lockout, interruption of operations, force majeure (Ereignisse höherer Gewalt), untimely self-supply or other delivery hindrances for which we are not responsible or other unforeseeable events, the delivery period shall also be extended appropriately if their non-observance is due to force majeure. In this case, we will inform the customer immediately of the beginning and end of such circumstances. This also applies if we are not supplied or not supplied in time due to such an event of force majeure occurring at our suppliers and subcontractors.
- 4.3 Events of force majeure (Ereignisse höherer Gewalt) include in particular (but not exclusively) earthquakes, fire, floods, riots, strikes, epidemics, pandemics or other outbreaks of disease and epidemics, administrative orders (behördliche Anordnung) and restrictions (e.g. production restrictions, embargoes), plant closures due to administrative orders (behördliche Anordnung) or due to a massive loss of staff (e.g. due to illness or quarantine measures) or other measures or any other event of a similar or dissimilar nature which is to be qualified as unforeseeable or beyond our control.
- 4.4 If additional costs are incurred due to incorrect

information provided by the Customer regarding the address data for which the Customer is responsible, the Customer shall reimburse these costs. The Customer shall also be obliged to reimburse the costs for an unsuccessful delivery if the goods cannot be delivered due to structural conditions on site and the Customer has culpably failed to inform us of this in advance of delivery. This obligation of the customer to pay compensation also applies if he cannot be reached at the address provided by him.

- 4.5 We are entitled to make partial deliveries and render partial services, provided this is reasonable for the customer.
- 4.6 Unless otherwise agreed, we are entitled to deliver up to 5% more or less than the quantity contractually agreed with the customer, provided this is reasonable for the customer.
- 4.7 Delivery dates or delivery periods shall be deemed to have been met if the consignment of goods has been handed over to the forwarder, the carrier or any other person charged with the shipment within the agreed delivery dates or periods.
If the handover to the transport person is delayed for reasons for which the customer is responsible, agreed delivery dates or deadlines shall be deemed to have been met if notification of readiness for dispatch is given within this period.
- 4.8 In the event of a delay in delivery for which we are responsible and if the customer can credibly demonstrate that he has suffered a loss as a result, we shall only compensate for the loss that has been specifically proven.
- 4.9 If the customer defaults on accepting our services in whole or in part (Annahmeverzug), we shall be entitled to withdraw from the contract after the lapse of a deadline set by us. The statutory rights to which we are further entitled in the event of default of acceptance (Annahmeverzug) shall remain unaffected.
- 4.10 In the event of default of acceptance (Annahmeverzug), the customer shall reimburse the storage costs incurred by us, as well as the storage rent and any insurance costs. We are also entitled to use a forwarder or other professionally suitable third party for



storage at the customer's expense. However, we are not obliged to insure stored goods.

5. Transfer of risk (Gefahrübergang)

- 5.1 Unless otherwise agreed, delivery shall be "ex works" (EXW, Incoterms 2020).
- 5.2 At the customer's request, we shall take out transport insurance for the delivery to protect it against the usual transport risks; the customer shall bear the costs incurred.
- 5.3 The risk of accidental loss and accidental deterioration (Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung) shall pass to the customer upon delivery to the forwarder, carrier or other person commissioned with the shipment, at the latest upon leaving the factory. If delivery is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day of notification of readiness for dispatch.

6. Prices and Terms of Payment

- 6.1 Unless otherwise stated in the order confirmation, our prices are "ex works" (EXW, Incoterms 2020). The statutory value added tax is not included in our prices. Value-added tax is shown separately on the invoice at the statutory rate applicable at the time of delivery.
- 6.2 The costs for packaging, transport, shipping, insurance and customs duties etc. are charged separately.
- 6.3 The deduction of a cash discount (Skonto) requires a special written agreement.
- 6.4 Unless otherwise stated in the order confirmation, payment must be made without any deductions within 8 days of receipt of invoice upon receipt of an invoice, but no later than 30 days after delivery. The legal regulations concerning the consequences of default of payment (Zahlungsverzug) shall apply.
- 6.5 The customer shall only be entitled to offsetting rights (Aufrechnungsrechte) if his counterclaims have been legally established (rechtskräftig festgestellt), are undisputed (unbestritten) or have been legally recognised

(anerkannt) by us. The customer may only exercise a right of retention (Zurückbehaltungsrecht) if his counterclaim is based on the same contractual relationship.

- 6.6 If the customer fails to comply with the terms of payment or if circumstances arise which call the creditworthiness of the customer into question, we are entitled to demand immediate cash payment for all deliveries. We are furthermore entitled to carry out outstanding deliveries only against advance payment or provision of security or to withdraw from the contract and claim damages. We are also entitled to prohibit the resale of goods delivered under reservation of title (Eigentumsvorbehalt) and to take back the goods immediately at the customer's expense if we have withdrawn from the contract.

7. Reservation of Title (Eigentumsvorbehalt)

- 7.1 We reserve title to the delivered goods (Eigentumsvorbehalt an gelieferten Sachen) until all claims, in particular payment claims, to which we are entitled against the customer for any legal reason arising from the entire business relationship, have been settled in full.
- 7.2 In the event of seizure (Pfändung) or other interventions by third parties, the customer must inform us immediately so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not able to reimburse us for the court costs of a legal action in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.
- 7.3 The customer is authorised to resell the delivered goods in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) accruing to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing. We hereby already accept this assignment (Abtretung).
- 7.4 The customer remains authorised to collect the assigned claims even after the assignment (Abtretung). Our authority to collect the claim



ourselves remains unaffected by this. We undertake, however, not to collect the claim as long as the customer meets his payment obligations to us from the proceeds received, is not in default of payment to us and no application for the opening of insolvency proceedings (Antrag auf Eröffnung des Insolvenzverfahrens) has been filed against his assets and he has not suspended payments. As soon as we are able to collect assigned claims ourselves, the customer is obliged, at our request, to inform us of the assigned claims and their debtors, to provide all information necessary for collection, to hand over to us the relevant documents and to notify the debtors (third parties) of the assignment.

- 7.5 The customer is entitled to use the goods in the ordinary course of business and to process / transform them. The processing or transformation of the delivered goods by the customer is always carried out for us. If delivered goods are processed with other objects not owned by us, we shall acquire co-ownership of the new object in the ratio of the value of the goods delivered by us to the other processed objects at the time of processing. For the goods created by processing / transforming, the same provisions apply as for the goods delivered under reservation of title (Eigentumsvorbehalt).
- 7.6 If the delivered goods are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new good in the ratio of the value of the goods delivered by us to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the delivered goods are to be regarded as the main item, it is deemed to be agreed that the customer transfers proportional co-ownership to us. The customer shall hold in safekeeping the sole ownership or co-ownership thus created for us.
- 7.7 In the event of conduct in breach of contract for which the customer is responsible, in particular in the event of default in payment (Zahlungsverzug), we shall be entitled to take back the goods delivered under reservation of title (Eigentumsvorbehalt) and the customer shall be obliged to surrender them.

- 7.8 We undertake to release the securities to which we are entitled at the request of the customer if the realisable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released is at our discretion.
- 7.9 For the duration of the retention of title (Eigentumsvorbehalt), the customer is obliged to treat the goods subject to retention of title (Eigentumsvorbehalts-waren) with care, in particular to adequately insure the item at his own expense. The customer must also carry out maintenance and inspection work at his own expense if this is necessary.

8. Liability for Defects (Sachmängelhaftung) and Limitation Period (Verjährungsfrist)

- 8.1 If the customer is a merchant (Kaufmann), the assertion of guarantee rights (Gewährleistungsrechte) requires that the customer has duly fulfilled its obligations to examine and complain in accordance with § 377 HGB (German Commercial Code; Untersuchungs- und Rügeobliegenheit). For entrepreneurs (Unternehmer), this standard applies accordingly. The customer shall notify us of any defects (Mängel) immediately upon receipt of the goods, but at the latest within five calendar days of receipt, if possible in writing. For hidden defects, the same period from the time of discovery shall apply. For defects that are not reported in time, the claims for defects (Mängelrechte) shall lapse (entfallen).
- 8.2 We shall, at our discretion, either repair a defect in the delivered goods or take back the goods and deliver new ones (supplementary performance/Nacherfüllung). We have the right to refuse supplementary performance if it is only possible at disproportionate cost or disproportionate effort and the other type of supplementary performance does not cause any significant disadvantages for the customer.
- 8.3 Claims for defects (Mängelansprüche) shall not apply in the event of only insignificant deviation of the delivered goods from the agreed quality (this shall apply in particular to unavoidable, minor deviations in terms of colour, surface and material purity), in the



event of only insignificant impairment of usability or in the event of damage that has occurred after the transfer of risk (Gefahrübergang) as a result of incorrect or negligent treatment, excessive strain, etc. If the customer or third parties make improper changes, no claims for defects (Mängelansprüche) can be made for these and any consequences arising from them.

8.4 The limitation period (Verjährungsfrist) for claims for defects (Mängelansprüche) is 1 year for the delivery of new goods to entrepreneurs.

The aforementioned period shall not apply to claims for damages of the customer arising from injury to life, body or health or which are based on an intentional or grossly negligent breach of duty by us, our legal representatives or our vicarious agents. The aforementioned period shall also not apply if we have fraudulently concealed a defect or have assumed a warranty (Garantie) for the quality of the goods and for claims under the Product Liability Act (Produkthaftungsgesetz). The limitation period (Verjährungsfrist) for these claims shall be in accordance with the statutory provisions. Other statutory special regulations on the limitation periods (in particular § 438 para. 1 no. 1 and no. 2, para. 3, §§ 444, 445 b BGB) shall also remain unaffected.

8.5 The limitation period (Verjährungsfrist) for claims for defects (Mängelansprüche) shall commence upon delivery of the item; if approval (Abnahme) is required, upon approval.

8.6 In the case of replacement delivery and repair of defects (supplementary performance/Nacherfüllung), the limitation period (Verjährungsfrist) for the replaced or repaired goods does not start anew, even in cases of gesture of goodwill. If, in exceptional cases, there is an acknowledgement (Anerkenntnis), this only refers to those defects (Mängel) that were the subject of the request for supplementary performance.

9. Other liability

9.1 Unless otherwise provided for in these Terms and Conditions of Sale, including the following provisions, we shall be liable in accordance with statutory provisions in the event of a breach of contractual and non-contractual obligations.

9.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of liability for culpability (Verschuldenshaftung) in the case of intent and gross negligence (Vorsatz und grobe Fahrlässigkeit). In the case of simple negligence (einfache Fahrlässigkeit), unless a milder standard of liability applies under the statutory provisions (e.g. for care in our own affairs/Sorgfalt in eigenen Angelegenheiten),

a) for damages resulting from injury to life, body or health and

b) for damages resulting from the not insignificant breach of a material contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

9.3 The limitations of liability resulting from 9.2 shall also apply to breaches of duty (Pflichtverletzung) by or in favour of persons for whose fault (Verschulden) we are liable under statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a warranty (Garantie) for the quality of the goods and for claims under the Product Liability Act (Produkthaftungsgesetz).

9.4 The customer may only withdraw (zurücktreten) or terminate (kündigen) due to a breach of duty (Pflichtverletzung) which does not constitute a defect (Mangel) if we are responsible (vertreten müssen) for the breach of duty (Pflichtverletzung). A free right of termination by the customer (in particular in accordance with §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.



10. Data Protection

We will only process and store data relating to the respective contracts within the framework of the applicable statutory provisions. The details can be found in the data protection declaration available on our website.

the interpretation in accordance with German law shall prevail.

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11 Place of Jurisdiction, Place of Performance and Applicable Law

- 11.1 This Agreement, including any issues arising out of or in connection with it, is governed by German law; the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules applicable in Germany shall be excluded.
- 11.2 The place of performance (Erfüllungsort) for all obligations arising from the contracts concluded by us with the customer is Sinsheim, unless otherwise specified.
- 11.3 For our contracts with customers who have their registered office in EU countries, Switzerland, Norway or Iceland, the following applies:
Exclusive place of jurisdiction (ausschließlicher Gerichtsstand) is the Regional Court of Heidelberg (Landgericht Heidelberg). However, we are also entitled to sue the customer at his place of business.
- 11.4 For our contracts with customers whose registered office is in countries other than EU countries, Switzerland, Norway and Iceland: All disputes arising from or in connection with deliveries and services provided by us shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration court is Sinsheim. The arbitration proceedings shall be conducted in the German language.
- 11.5 The language of the General Terms of Sale is German. Insofar as the English version contains German terms in brackets, these terms shall have the meaning given by German law without recourse to English or other law. In the event of any dispute concerning the wording and interpretation of the English version of the General Terms and Conditions of Sale, the German version and

