

General Terms and Conditions

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§1 Scope of application

1. These General Terms and Conditions of the Seller shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code) for the sale of the product portfolio of MTS & APIC Filter GmbH & Co. KG.
2. The Seller's deliveries, services and offers are made exclusively on the basis of these Terms and Conditions.
3. The Terms and Conditions shall apply to all future business relations, even if they are not expressly agreed again.
4. The terms and conditions shall remain valid even if the terms and conditions of the buyer or the recipient of the service contradict the terms and conditions stated here in whole or in part.
5. Deviations from these terms and conditions are only effective if the seller confirms them in writing.

§2 Offers

1. The offers of MTS & APIC Filter GmbH & Co. KG are subject to change unless they are expressly marked as binding.
2. All prices shown in the MTS & APIC webshop are non-binding in accordance with §2(1).
3. Unless otherwise agreed, prices are quoted ex Seller's registered office excluding normal packaging.

§3 Conclusion of contract

1. The contract shall only come into effect upon confirmation of the order by the Seller
2. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.
3. If it becomes apparent after conclusion of the contract, in particular due to overdue invoices or liquidity checks, that the Seller's claim to consideration is jeopardized by the Buyer's inability to pay, the Seller shall be entitled to refuse performance of the contract until the Buyer has paid the consideration or provided security for it. The seller is entitled to withdraw from the contract if he has unsuccessfully set the buyer a reasonable deadline to effect counter-performance or provide security.

§4 Terms of delivery

1. Delivery dates and deadlines shall only be binding if this has been noted in writing.
2. Delivery dates shall be understood as the day of handover by MTS & APIC Filter GmbH & Co. KG to the shipping service provider. In the case of delivery by collection, commissioned by the buyer, the day of delivery shall be the day on which the goods were reported as ready for collection.
3. The agreed delivery time shall be extended if the seller or its suppliers are delayed due to force majeure, operational disruptions, strikes, raw material shortages, energy shortages or similar unforeseen events or circumstances.

§5 Transfer of shipment and risk

1. Unless stated otherwise, the term of shipment shall always be „DAP“.
2. The risk shall pass to the Buyer as soon as the consignment has been handed over to the company/person carrying out the transportation. The unloading costs and the risk of unloading shall be borne by the Buyer. If the shipment becomes invalid through no fault of the Seller, the risk shall pass to the Buyer upon notification of readiness for shipment.
3. Unless otherwise agreed, the buyer will be invoiced for all shipping costs incurred plus associated costs.

§6 Terms of payment

1. Unless stated otherwise, the Seller's invoices shall be paid strictly net within 30 days of the invoice being issued.
2. Payment shall not be deemed to have been made until the corresponding amount has been credited to an account of the Seller.

§7 Retention of title

1. The delivered goods shall remain the property of the Seller until the Buyer has settled all liabilities arising from the existing business relationship.
2. In the event of processing by the Buyer with other goods not belonging to the Seller, the Seller shall be entitled to co-ownership of the new item.
3. If MTS & APIC has outstanding claims against the Buyer, the Buyer shall only be entitled and authorized to resell the delivered goods on the basis of a purchase, works,

works delivery or similar contract if the claim from the resale is transferred to the Seller. The buyer is not entitled to dispose of the delivered goods in any other way. At the request of the seller, the buyer is obliged to notify the third party purchaser of the assignment for payment to the seller.

§8 Notice of defects and warranty

1. The purchaser's warranty rights presuppose that he fulfills his inspection obligations as per Section 377 of the German Commercial Code (HGB) and the obligation to give notice of complaints has been properly met.
2. Notices of defects can only be considered if they are notified to the Seller in writing no later than 8 days after receipt of the goods.
3. If the Seller's operating or maintenance instructions are not followed, maintenance intervals are not adhered to, changes are made to the products, parts are replaced or consumables are used which do not correspond to the original specifications, any warranty shall lapse.
4. The warranty for used delivery items is excluded.
5. If deliveries are defective, the customer may, at our discretion, demand rectification or replacement (subsequent performance). Only if subsequent improvement or replacement delivery finally fail, the customer may demand a reduction of the remuneration or rescission of the contract (conversion). Further claims of the customer, in particular a claim for compensation for damage that has not occurred to our performance itself (consequential damage) or for compensation for loss of profit, are excluded, unless there is intent or gross negligence on our part.

§9 Limitation of liability

1. We exclude our liability for slightly negligent breaches of duty insofar as these do not relate to essential contractual obligations, damages resulting from injury to life, limb or health, guarantees or claims under the Product Liability Act.
2. The aforementioned limitations of liability of §9 also apply to employees and representatives of the seller.
3. The Seller shall only be liable for damage caused by improper design of filter units if the Seller has been commissioned with a design and classification in accordance with the Pressure Equipment Directive applicable at the time of conclusion of the contract (as of 12.08.2022: PED 2014/68/EU).
4. The Seller shall only be liable for damage caused by an incorrect or non-executed test of the materials used for chemical resistance to the medium to be filtered if the Seller has been explicitly commissioned by the Buyer to carry out the test or if this has been recorded in writing by the Seller in the order confirmation.

§10 Data protection

1. All information provided in connection with the execution of the contract shall be stored and processed for internal company purposes, taking into account the provisions of the Federal Data Protection Act.

§11 Place of jurisdiction and place of performance

1. The exclusive place of jurisdiction for disputes arising in connection with the terms and conditions of MTS & APIC Filter GmbH & Co. KG, including tort claims between the Buyer and the Seller, is Stuttgart, unless an exclusive place of jurisdiction exists.
2. Unless separately stated or agreed, the place of performance shall be the Seller's registered office in D-75378 Bad Liebenzell.

§12 Applicable law

1. The law of the Federal Republic of Germany shall apply to the Terms and Conditions and the legal relationship between the Buyer and the Seller. The UN Convention on Contracts for the International Sale of Goods ("CSIG") shall not apply.
2. Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of all other provisions or agreements. Buyer and Seller undertake to agree on a permissible provision which comes closest to the purpose of the invalid provision.