

General Terms and Conditions

AFE Airfilter Europe GmbH
Gutenbergstr. 5
53332 Bornheim, Germany

1. General, Customers, Language

- (1) All offers, purchase contracts, deliveries and services based on orders of our customers are subject to these General Terms and Conditions.
- (2) The General Terms and Conditions shall only apply if customer is a business customer or a legal entity or special fund organized under public law. For the purpose of these General Terms and Conditions a „Business Customer“ is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity (Sec. 14 (1) of the German Civil Code).
- (3) Standard business conditions of the customer do not apply, regardless of whether or not we expressly object to them in a particular case.
- (4) Our contracts with the customer shall be made exclusively in the German or English language. Therefore, if the order is made in German, exclusively the German version of these General Terms and Conditions shall be relevant. If the order is made in English, exclusively the English version of these General Terms and Conditions shall be relevant.

2. Conclusion of Contract

- (1) Our offerings shown in brochures, advertisements and other advertising material are non-binding.
- (2) Our offers are valid for 30 calendar days unless otherwise stated in the offer. The customer shall be entitled to accept the offer within this period. The date and time we receive the customers' acceptance decides whether this time limit has been adhered to.

3. Prices and Payment

- (1) Our prices are understood to be exclusive of the statutory value-added tax and shipping costs. Any customs duties and similar public charges shall be borne by the customer. All fees related to the payment process are to be borne by the customer.
- (2) If a delivery on account is agreed, our invoices are due for payment by bank transfer within 30 days after receipt of the invoice by the customer.
- (3) The customer defaults on the expiry of the above payment period. Interest is to be paid on the purchase price at the respective applicable default interest rate during the period of default. This shall not be construed to preclude the enforcement of higher damages caused by delay of payment. Our claim for the commercial maturity interest (§ 353 German Commercial Code) against merchants remains unaffected.
- (4) The customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.

4. Dispatch of the Product

- (1) Any date of dispatch communicated by us is only approximate.
- (2) Any time period relevant to determine the date of dispatch pursuant shall begin
 - (a) if advance payment has been agreed, upon receipt by us of the full purchase price

(including VAT and shipping costs) or (b) if payment after delivery has been agreed, upon the conclusion of the sales contract.

(3) If we cannot comply with binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the buyer without delay and at the same time notify the expected new delivery deadline. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will reimburse immediately any payments already provided by the buyer. As a case of non-availability of the service in this sense, in particular the non-timely self-delivery by our supplier, if we have concluded a congruent hedging transaction, neither we nor our suppliers are at fault or we are not obliged to procure in individual cases.

(4) The date of dispatch shall be such day on which the product is handed over by us to the carrier.

(5) Regardless of whether any product is indicated on the order form as „in stock“, we may sell such product at any time, provided that.

a) the order form has included a notice as to the limited availability of the product or

b) an advance payment has been agreed upon and this payment amount is not received by us within a period of seven business days upon our acceptance of the order.

In such cases, we shall only be obligated to dispatch the product within the time period agreed upon or indicated by us as long as stock lasts.

(6) If no delivery period is specified or otherwise agreed upon, or if we are no longer obliged to comply with an agreed delivery period due to the sale permitted under subsection 5, shipment shall be considered to have been agreed within 18 weeks of the beginning of the delivery period pursuant to subsection 2.

(7) In the event that our supplier fails to deliver in a timely manner a product that has been indicated as „not in stock“ or has been sold off in accordance with subsection 5 above, any applicable delivery period pursuant to this Section 4 shall be deemed to be extended until delivery is made by our supplier plus an additional period of three weeks, but in no event by a period of more than three months, provided that our supplier's failure to timely supply the products is not a result of our fault or negligence and we have without undue delay ordered the relevant products from the supplier.

(8) In the event that the product is no longer available or cannot be timely delivered, for any of the reasons set out in subsection 7, we will notify the customer as soon as possible. If the product is no longer available from our suppliers within the foreseeable future, we are entitled to terminate the sales contract. In case of such termination, we will immediately reimburse the customer for any payments which the customer has made to us in respect of the order. The legal rights of the customer resulting from late delivery shall not be affected by this provision; provided, however, that the customer may claim damages only subject to the provisions of subsection 8 of these General Terms and Conditions.

(9) Partial deliveries of products included in the same order shall be permitted, provided that the products can be used separately and provided further that we shall bear any additional shipping costs caused thereby.

5. Shipment, Insurance and Passing of Risk

(1) Unless expressly otherwise agreed upon, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable choice.

(2) We are only obliged to properly and timely deliver the product to the carrier and are not responsible for any delays caused by the carrier. Any transit times specified by us shall therefore only be non-binding estimates. Notwithstanding the foregoing, if, we have agreed to carry out any assembly or installation work at the customer's place, we shall timely complete such work and deliver the product to the customer at the time that has been contractually agreed upon.

6. Retention of Title and Resale

We retain legal title to any product supplied by us until the purchase price (including VAT and shipping costs) for such product has been fully paid.

7. Warranty

- (1) In the event of a defect of the delivered product, the customer is entitled to request from us to repair the defect or to replace the faulty product (as ordered). Notwithstanding the foregoing, if the customer is a Business customer, we shall have the right to choose between any such remedies at our discretion, provided that such choice shall be made by us by written notice (in „text form“, including by telefax or by e-mail) within a period of five business days following receipt of the customer's notice of the defect. We may refuse to remedy a defective product in the manner requested by the customer if such remedy would result in unreasonable costs.
- (2) If the remedy (supplementary performance) pursuant to subsection 1 fails or cannot reasonably be expected from the customer or we refuse to remedy the defect, the customer is entitled to terminate the sales contract, reduce the purchase price or claim damages or frustrated expenses, in each case in accordance with applicable law; provided, however, that damage claims of the customer shall be subject to the provisions contained in Section 8 of these General Terms and Conditions.
- (3) Unless otherwise agreed, the warranty period shall be one year upon delivery of the product.
- (4) The customer shall promptly upon delivery inspect the product with due care. The delivered product shall be deemed to be approved by the customer unless the defect is notified to us in case of any obvious defects within a period of five business days upon delivery.
- (5) We shall bear or reimburse the spare parts for the purpose of inspection and subsequent performance and the resulting delivery costs in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand compensation from the buyer for the costs arising from the unjustified defect removal request (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the customer.

8. Liability

- (1) Customer claims for compensation are excluded. This does not apply to claims for damages of the customer resulting from injury to life, limb, health or material contractual obligations (cardinal obligations) as well as liability for other damages based on intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Significant contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
- (2) In the event of a breach of essential contractual obligations that was caused by simple negligence the provider is only liable for the contractually typical, foreseeable damage, unless it concerns claims for damages of the customer resulting from injury to life, limb or health.
- (3) We are not liable (for whatever legal reason) for damages that are typically not expected during normal use of the goods. Furthermore, our liability shall be excluded for damages resulting out of a loss of data if their recovery is not possible or impeded due to a failure to perform appropriate data back-up procedures. The above limitation of liability shall not apply in the event of our negligent breach of a material contractual obligation.
- (4) Insofar as we provide technical information or act as a consultant and this information or advice does not belong to the contractually agreed scope of services owed by us, this is done free of charge and with the exclusion of any liability.
- (5) Any exclusion or limitation of liability in this Terms shall also apply to the benefit of our legal representatives, employees, agents and servants.
- (6) The provisions of this Section 8 shall not apply with respect to our liability for guaranteed product specifications (within the meaning of Sec. 444 of the German Civil Code), personal injury or under the German Product Liability Act

9. Data Protection

In the following we inform about the collection of personal data in business transactions. Personal data means all data that is personally available to you, eg. name, address, e-mail addresses, payment details, ordered goods. Responsible person according to Art. 4 Abs. 7 DS-GVO is AFE Airfilter Europe GmbH, Gutenbergstr. 5, D-53332 Bornheim, Tel.: 02227 920910, Fax: 02227 92091-10, Mail: office@airfilter-europe.com. You can contact our responsible data protection officer M. Limbach at any time via Mail: datenschutz@airfilter-europe.com or via letter to our address with the addition "the data protection officer".

The data are collected, stored and, if necessary, passed on, as far as necessary to provide the contractual services. Therefore the collection, storage and dissemination is carried out for the purpose of fulfilling the contract and on the basis of Art. 6 para. 1 sentence 1 lit. b DS-GVO. For more information about data processing and your rights (right to information, right to rectification or cancellation, right to restriction of processing, right to object to processing, right to data portability) see our Privacy policy, which we provide you with your first contact. You will find the current version of our data protection information on our website.

10. Applicable Law and Competent Courts

- (1) Any contracts entered into between us and the customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of law provisions.
- (2) If the customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (*Kaufmann* within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law, the responsible courts for Bornheim, Germany shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, we or the customer may file suit before any court of competent jurisdiction under applicable law.