

General Terms and Conditions

SALES CONDITIONS FOR EUROPEAN BUSINESS CUSTOMERS

1. INTRODUCTION

1.1 These conditions inform you about us and the legal terms under which we sell our goods to you.

1.2 Please read these conditions carefully and make sure you have understood them before ordering goods from us. By ordering any of our goods, you agree to be bound by these conditions and other documents expressly referred to herein.

1.3 You should print a copy of these conditions for future reference or save them on your computer. We change these conditions from time to time. Please check these conditions with each order of goods to make sure you understand the conditions that apply at that time.

1.4 All communication and these conditions apply only in English.

2. ABOUT US

2.1 We are AFE Airfilter Europe GmbH, Gutenbergstr. 5, D-53332 Bornheim, Germany, VAT ID: DE 123 376 056, manufacturer and supplier of components for compressed air applications and the processing of technical gases. We are member of the Airfilter Group of Companies and are the exclusive distributor of the Airfilter Group for the European markets.

2.2 References to "you" and "your" in these conditions refer to you as our business customer who is interested in ordering our goods for your own commercial activities.

3. ORDER AND CONTRACT CONDITIONS

3.1 Your order will be made in writing or in another documented manner, and we will send you a written confirmation of the order. The order confirmation constitutes the acceptance of the order and the conclusion of the contract.

3.2 It is your responsibility to ensure that the order information is correct. We are not liable for errors due to incorrect or incomplete information provided by you.

4. PRICES

4.1 All prices mentioned by us are exclusive of transport and packaging costs and exclusive of VAT unless otherwise stated.

4.2 Our prices are non-binding, and unless otherwise agreed in writing, goods are sold at the prices valid on the date of dispatch.

4.3 If we discover an error in the price of the goods, we will inform you in writing of this mistake and offer you the option to continue purchasing the goods at the correct price or to cancel your order. If we cannot reach you at the contact details provided, we will treat the order as cancelled and inform you in writing.

5. SPECIFICATIONS

5.1 All drawings, descriptive content, weights, dimensions, and specifications provided by us are approximate, unless otherwise stated, and all descriptions and illustrations in our catalogues, price lists, and promotional materials are general descriptions to be regarded only as approximate and are in no way binding on us.

5.2 Your goods may show slight deviations from the images in our catalogues or price lists.

5.3 All goods shown in our catalogues or price lists are subject to availability. We will inform you in writing as soon as possible if the goods you ordered are not available, and the order will not be processed by us.

5.4 It is your responsibility to ensure that the capacity and performance of the goods are sufficient and suitable for your purposes.

5.5 We are not obligated to change the performance or functions of the goods after the order confirmation unless we agree to this in writing at our sole discretion, and such changes would then be subject to an additional payment by you.

6. TESTS

6.1 Our goods are carefully inspected and subjected to standard tests in our factory before shipment whenever feasible.

7. PAYMENT

7.1 Payment for the goods is made according to the payment terms agreed upon, which are set out in our order confirmation. If payment is not made within the stipulated period, we reserve the right to charge default interest at the rate of 1% per month and to take further legal steps if necessary.

8. DELIVERY

8.1 We will endeavour to deliver the goods within the time specified in our order confirmation or otherwise agreed upon between us. A later delivery does not constitute a delay for which we are liable.

8.2 If you fail to provide us with appropriate delivery instructions or to accept the goods upon delivery, you are liable for all storage and other costs that arise as a result of such failure; these costs become immediately due and payable upon demand but this liability does not affect your obligation to purchase the goods and our right to compensation for this breach of duty.

8.3 If the goods are delivered on the date and to the location agreed with you but you or your representative is not present at the delivery of the goods, the document sent to your delivery address will be considered proof of delivery.

9. TRANSPORT DAMAGES

9.1 You are required to notify us of any damages that occur during the transport of the goods within 7 days of receiving the goods. You are required to provide us with all necessary information to assess the damages and, if applicable, to make claims against the carrier.

9.2 We are obligated to hold the carrier liable and to compensate for damages that arise due to the carrier's errors unless you have accepted the goods or the failure to promptly report damages or losses has thwarted or significantly impaired the pursuit of claims.

10. ACCEPTANCE

10.1 You are required to inspect the goods within 5 working days of receipt and to inform us immediately about any defects or deviations from the order.

10.2 In the event of justified and timely complaints, we are obligated to remedy the defects or replace the goods at our discretion.

11. OWNERSHIP AND RISK

11.1 The risk for the goods transfers to you as soon as the goods are delivered to the location specified by you.

11.2 Ownership of the goods remains with us until full payment of the purchase price and all associated costs is made.

12. WARRANTY AND LIABILITY LIMITATION

12.1 Our warranty is limited to defects attributable to material defects or manufacturing errors that occur within the warranty period.

12.2 We are not liable for damages caused by improper use or improper maintenance of the goods.

12.3 Our liability is limited to the value of the goods that are the subject of the claim, unless it involves intentional misconduct or gross negligence.

12.4 In no case are we liable for consequential damages or lost profits.

13. FORCE MAJEURE

13.1 We are not liable for delays or non-performance of our obligations caused by events outside our control, including but not limited to natural disasters, wars, riots, or labour disputes.

13.2 In the event of such an occurrence, we will strive to inform you as quickly as possible and to minimize the effects on our obligations.

14. CONFIDENTIALITY

14.1 You commit to treating all confidential information received from us confidentially and to use it only for the purposes for which it was provided.

14.2 This obligation remains even after the termination of the contract.

15. TERMINATION

15.1 We may terminate the contract if you violate essential contractual conditions and do not remedy this breach within a reasonable period.

16. APPLICABLE LAW AND JURISDICTION

16.1 This contract is governed by Swiss Law.

16.2 Any disputes arising from this contract shall be resolved through arbitration in Zurich, Switzerland, under the Swiss Rules of International Arbitration.

17. CHANGES TO THE CONDITIONS

17.1 We reserve the right to change these conditions from time to time. Changes take effect from the time of publication.

17.2 Your continued use of our services after such a change is considered consent to the amended conditions.

18. MISCELLANEOUS

18.1 Should any provision of these conditions be invalid or unenforceable, the validity and enforceability of the remaining provisions remain unaffected.

18.2 These conditions constitute the entire agreement between you and us and replace all prior agreements or arrangements.