

GTC – General Terms and Conditions of Sale and Delivery

I. Definitions, Scope

1. The following terms and conditions apply exclusively to the legal relationships between the customer and 3P Technik Filtersysteme GmbH (hereinafter referred to as: 3P). Conflicting or deviating conditions of the customer are not recognized by 3P unless their applicability has been expressly agreed to in writing. These terms and conditions shall also apply if 3P, being aware of conflicting or deviating conditions of the customer, performs the delivery to the customer without reservation.

2. Agreements or side agreements deviating from these terms and conditions are only valid if confirmed in writing by 3P.

3. These terms and conditions also apply to future orders, even if no explicit reference is made to their applicability in further orders.

II. Offers, Offer Documents, Order Confirmation

1. Our offers are non-binding. A contract is concluded through a written order confirmation or a written contract. The order confirmation or written contract conclusively determines the subject matter, scope, price, and delivery terms, excluding verbal agreements.

2. If delivery is made without a confirmation, the invoice shall simultaneously serve as an order confirmation.

3. 3P retains ownership and copyright to all documents associated with offers, such as illustrations, drawings, calculations, technical data, or other documents – including electronic forms. They may only be made accessible to third parties with 3P's written consent. Ownership and copyright particularly apply to written documents designated as „confidential.“ Their disclosure to third parties by the customer is prohibited. 3P is obligated to make documents and information designated as „confidential“ by the customer accessible to third parties only with the customer's consent.

4. Illustrations and technical data in brochures serve general informational purposes. Technical data are only binding if expressly stated as such.

5. Weight and dimension specifications are approximate unless expressly stated as binding.

6. Transmission via electronic data transfer satisfies the written form requirement. If 3P provides proof of transmission via fax or electronic data transfer, it is presumed that the customer has received the declaration.

III. Technical Advice and Right to Changes

1. The application, use, and processing of the purchased goods are solely the responsibility of the customer/buyer. Technical advice provided verbally or in writing by the seller is only a non-binding recommendation and does not exempt the buyer from examining the products for suitability for the intended processes and purposes.

2. The seller is entitled to make design changes. Such changes will only be made for valid reasons, particularly due to new technical developments, changes in case law, or other equivalent reasons. If the change significantly disrupts the contractual balance between the parties, it will not be implemented. Otherwise, changes require the customer's consent.

IV. Prices, Payment Terms

1. All prices from 3P are ex works/warehouse (delivery point), including loading at the factory. Packaging, shipping, postage, freight, other shipping costs, insurance, duties, and installation will be invoiced separately.

2. The stated prices are calculated based on wage and material costs, packaging, shipping, postage, freight, other shipping expenses, insurance, duties, and installation costs at the time the offer is submitted.

3. Any increase or reduction in the raw material prices, freight, taxes, duties, levies, or other charges underlying the price calculation occurring between contract conclusion and delivery entitles the seller to make an appropriate price increase or reduction, insofar as this is legally permissible.

4. If, after the contract is concluded, the seller's net purchase prices for raw materials rise or fall by more than 8% at the time of delivery, either party may request supplementary negotiations to adjust the agreed prices to the current delivery prices. If no agreement is reached within one month, either party may terminate the contract in writing.

5. Unless other payment terms are agreed upon, payments must be made as follows in cash: 30 days from the invoice date or notification of readiness for shipment without any deduction. Payments are made via transfer or check. Checks are accepted only subject to clearance and are deemed cash payment only upon clearance. Discount expenses are payable in cash. The timeliness of payment is determined by its receipt by 3P.

6. In addition to statutory conditions, the customer may be put in default by reminder after the due date. If the payment date is calendar-based, the customer is in default without a reminder. In case of default, 3P is entitled to withhold all deliveries or services.

7. In the event of late or deferred payment, 3P may charge bank interest, but at least 8% p.a., without requiring a formal default notice. The customer is entitled to prove that 3P incurred no damage or significantly lower damages than this interest rate. In case of payment default, 3P is entitled to reclaim the delivered goods or withdraw from the contract without waiving its claims.

8. If, after contract conclusion, circumstances arise that question the customer's creditworthiness or significantly jeopardize 3P's payment claim due to the customer's insolvency, or if the customer is in default of payment, 3P may request advance payment or security within a reasonable period and refuse performance until its demand is met. If the customer refuses or the period lapses without success, 3P may withdraw from the contract in whole or in part and claim damages.

9. The customer may only offset claims that are undisputed, recognized by 3P, or legally established. The customer may exercise a right of retention only if the counterclaim arises from the same contractual relationship.

10. Payments to third parties, intermediaries, or representatives are made at the risk of the payer.

11. Incoming payments are generally applied to the oldest claim, regardless of any indications by the buyer.

12. If partial payments are agreed upon, the entire remaining amount becomes due if a payment is not made on time.

V. Delivery, Delivery Time

1. The delivery period begins with the dispatch of the order confirmation. Compliance with the delivery and performance dates requires that all commercial and technical questions are clarified, and the customer fulfills all obligations, such as providing necessary documents, approvals, clearances, and paying the agreed advance payment. If this does not occur, the deadline will be extended accordingly, unless 3P is responsible for the delay.

2. The delivery period is met if the delivery item has left our factory by its expiration or readiness for dispatch has been communicated.

3. Partial deliveries are permissible if they do not disadvantage the use of the products.

4. If delivery is delayed at the customer's request, the goods will be stored at the customer's expense and risk.

5. The delivery time can be extended in cases of force majeure, including natural disasters, unrest, civil war, revolutions, embargoes, sabotage, governmental actions, pandemics, labor disputes, disruptions in operations or production, economic dislocations, unfavorable weather conditions, or other unforeseeable events beyond 3P's control. If such an event lasts for more than twelve weeks, both parties may terminate the contract.

6. If the customer is in default of acceptance or violates other cooperation obligations, 3P may advance other third-party orders and extend the delivery time appropriately. 3P may also claim compensation for damages and additional expenses.

V. Delay in Delivery

1. 3P is obligated to compensate the purchaser for damages resulting from the delay. This does not apply to lost profits or damages caused by operational interruptions. In cases of slight negligence, compensation is limited to additional freight costs, retrofitting costs, and—after the expiry of a grace period or if the purchaser loses interest in the delivery—additional expenses for cover purchases.

2. When determining the amount of compensation, the economic circumstances of 3P, the nature, scope, and duration of the business relationship, as well as, if applicable, the value of the supplied part, must be reasonably taken into account in favor of 3P in accordance with the principles of good faith.

VI. Shipping, Transfer of Risk

1. Unless otherwise stated in the order confirmation, delivery is agreed to be „ex works/warehouse.“ Shipping is carried out at the purchaser's risk and expense. This also applies to returns.

2. The risk is transferred to the purchaser upon leaving the production facility or upon notification of readiness for dispatch, even if partial deliveries are agreed upon or freight-free delivery is arranged, or if the supplier undertakes additional services such as transportation and installation.

3. In the absence of specific instructions, the choice of transport route and means is made to the best of 3P's judgment without any liability for the cheapest and fastest shipment. Shipping is always carried out—also for freight-free deliveries and in the case of retention of title—at the purchaser's risk. Packaging is carried out, unless otherwise agreed, at 3P's discretion and is invoiced at current prices.

4. Transport and other one-way packaging will not be taken back unless 3P is obligated to do so under the Packaging Act (VerpackG).

VII. Retention of Title

1. 3P retains ownership of the delivered items resulting from the business relationship with the purchaser until all claims against the purchaser arising from the business relationship, including any refinancing or reverse bills, are fully settled. This also applies if individual or all claims by 3P have been included in a current account and the balance has been determined and acknowledged. Payment is deemed completed only upon receipt of the equivalent value by 3P.

2. In the event of a breach of contract by the purchaser, particularly in cases of payment default, 3P is entitled to reclaim the goods after issuing a reminder, and the purchaser is obliged to return them.

3. The assertion of the retention of title and the seizure of the delivered items by 3P do not

constitute withdrawal from the contract.

4. The purchaser is entitled to resell the delivered items in the ordinary course of business; however, he hereby assigns to 3P all claims arising from such resale up to the amount of the purchase price agreed between 3P and the purchaser (including statutory VAT), regardless of whether the delivered items are resold in their original state or after processing. The purchaser is authorized to collect these claims even after assignment. The right of 3P to collect the claims itself remains unaffected; however, 3P undertakes not to collect the claims as long as the purchaser fulfills his payment obligations properly and is not in default. Should this be the case, 3P may require the purchaser to disclose the assigned claims and the corresponding debtors, provide all necessary information for collection, hand over relevant documents, and notify the debtors (third parties) of the assignment.

5. The processing or transformation of the goods by the purchaser shall always be carried out on behalf of 3P. If the delivered items are processed together with other items not owned by 3P, 3P shall acquire co-ownership of the new item in proportion to the value of the delivered items to the other processed items at the time of processing.

6. If the delivered items are inseparably mixed with other items not owned by 3P, 3P shall acquire co-ownership of the new item in proportion to the value of the delivered items to the other mixed items. The purchaser shall hold the co-ownership on behalf of 3P.

7. The purchaser may neither pledge the delivered items nor transfer them as security. In the event of seizures, confiscations, or other disposals by third parties, the purchaser must immediately notify 3P and provide all information and documentation necessary to safeguard its rights. Enforcement officers or third parties must be informed of 3P's ownership.

8. 3P undertakes to release securities to which it is entitled at the purchaser's request insofar as the value of the claims to be secured, to the extent they have not yet been settled, exceeds 20%. The choice of securities to be released is at 3P's discretion.

9. During the period of retention of title, the purchaser irrevocably permits 3P and its employees to enter the premises where the delivered items are located and, in the event of withdrawal from the contract or enforcement of retention of title, to reclaim and remove the delivered items. If the purchaser is unable to return the delivered items, including accessories, in proper condition, he shall be liable for all damages, even if he is not at fault.

VIII. Duty to Inspect and Notify Defects

The goods delivered by 3P must be carefully inspected by the purchaser immediately upon arrival, as far as is practicable in the ordinary course of business, and any defects that are identifiable during this inspection must be reported to 3P in writing without delay, but no later than within 8 calendar days after delivery. Visible transport damages must also be reported to the carrier upon delivery and confirmed by the carrier. Other transport damages must be reported to the carrier in writing within 8 calendar days after delivery.

Defects that were not identifiable during proper incoming goods inspection must be reported to 3P in writing immediately, but no later than within 3 business days after discovery. Otherwise, the statutory provisions shall apply. If these conditions are not met, the goods shall be deemed accepted unless the defect was fraudulently concealed.

IX. Warranty

For material defects in the delivery, 3P provides a warranty, excluding any further claims—subject to Section X—as follows:

1. All parts that are found to be defective due to circumstances existing before the transfer of risk shall, at 3P's discretion, be repaired or replaced free of charge. The purchaser must notify 3P in writing of any defects as soon as they are discovered in the course of proper business operations. Unsolicited returns of the defective goods are not permitted (costs for such returns will not be covered). Replaced parts must be made available to 3P upon request and at its expense without delay. Such parts, if replaced with functional parts, become the property of 3P.

2. For deliveries of defective goods, before the start of production (processing or installation), the purchaser must give 3P the necessary time and opportunity to take all measures 3P deems necessary, such as sorting, repair, or replacement, unless this is unreasonable for the purchaser. If this is not done, 3P shall be exempt from liability for defects or any resulting consequences. Upon request, 3P shall be provided with free assistance from the purchaser. If 3P is unable to carry out repairs or replacements or fails to do so promptly, the purchaser may withdraw from the contract for the affected goods and return them at 3P's risk. In urgent cases of operational safety hazards or to prevent disproportionately large damages, the purchaser has the right—after notifying 3P immediately—to remedy the defect himself or through third parties and claim compensation for the necessary expenses from 3P. If the same goods are repeatedly delivered in a defective state, the purchaser is entitled to withdraw from the contract for the undelivered portion after issuing a written warning regarding further defective deliveries.

3. If the defect is discovered only after production begins, despite compliance with the obligations outlined in Section IX, Clause 1, the purchaser may claim compensation for additional expenses under Section IX, Clause 2 only if this has been contractually agreed upon.

4. 3P shall bear the costs incurred for repairs or replacements—including the cost of replacement parts, shipping, and reasonable expenses for removal and installation—if the defect is valid. Additionally, if deemed reasonable under the circumstances, 3P shall bear the costs of providing any required 3P assembly personnel and auxiliary staff.

5. The purchaser has the right to withdraw from the contract in accordance with statutory regulations if 3P, considering exceptions under the law, fails to remedy the defect or deliver a replacement within a reasonable grace period. If the defect is minor, the purchaser is entitled only to a reduction in the contract price. In other cases, the right to price reduction is excluded.

6. Warranty claims are particularly excluded in the following cases:

- *Unsuitable or improper use
- *Incorrect assembly or commissioning by the purchaser or third parties
- *Violation of operating, maintenance, and installation instructions
- *Natural wear and tear
- *Improper or negligent handling
- *Incorrect operation
- *Inadequate maintenance
- *Interventions in the goods by the purchaser or third parties
- *Incorrect specifications provided by the purchaser leading to faulty design
- *Use of unsuitable operating equipment
- *Deficient construction work
- *Unsuitable construction ground
- *Chemical, electromechanical, or electrical influences or similar causes not attributable to 3P. In particular, 3P assumes no warranty for wear parts becoming defective.

7. Any improper repair work or modifications to the goods carried out by the purchaser or third parties without prior approval from 3P shall void liability for any resulting consequences.

X. Liability

1. If the delivered item cannot be used as contractually intended due to the fault of 3P—whether caused by omitted or faulty execution of proposals or advice given before or after the conclusion of the contract, or through the violation of other contractual obligations, particularly instructions for the operation and maintenance of the delivered item—the provisions of Sections IX and X.2 shall apply, excluding any further claims by the purchaser.

2. For damages not occurring to the delivered item itself, 3P is liable—regardless of the legal basis—only:

- *in cases of intent,
- *in cases of gross negligence by its executives or senior employees,
- *in cases of culpable injury to life, body, or health,
- *in cases of defects that 3P fraudulently concealed or for which it guaranteed the absence of defects.

In the event of culpable breaches of essential contractual obligations, 3P is also liable for gross negligence by non-executive employees and for ordinary negligence, but in the latter case, liability is limited to typical, foreseeable damages under the contract. Any further claims are excluded.

3. If the purchaser is held liable by third parties under non-waivable statutory provisions, 3P will step in to the extent it would be directly liable. The principles of §254 BGB (German Civil Code) regarding contributory negligence apply accordingly for claims between the purchaser and 3P, including in cases of direct claims against 3P.

4. The obligation to compensate damages is excluded if the purchaser has effectively limited his liability towards his own customers. The purchaser shall make reasonable efforts to agree to liability limitations in favor of 3P to the legally permissible extent.

5. Claims by the purchaser are excluded to the extent that the damage results from violations of operating, maintenance, or installation instructions attributable to the purchaser, unsuitable or improper use, faulty or negligent handling, natural wear and tear, or improper repair.

6. If the purchaser intends to make claims against 3P under the above provisions, he must inform and consult 3P immediately and comprehensively. The purchaser must allow 3P to investigate the damage case. The contractual partners will agree on measures to be taken, particularly in settlement negotiations.

XI. Limitation Period

All claims by the purchaser—regardless of the legal basis—expire within 12 months. The statutory limitation periods apply for intentional, fraudulent, or grossly negligent conduct or in cases of injury to life, body, or health.

XII. Drawings

Drawings and documents provided by our company may not be disclosed to third parties by the recipient. Violations shall result in full compensation for damages. Drawings or documents sent with offers must be returned immediately if no order is placed.

XIII. Place of Performance, Jurisdiction, Applicable Law, Miscellaneous

1. The place of performance for delivery and payment is Göppingen. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the court responsible for the supplier's registered office in Göppingen, provided the purchaser is a merchant, a legal entity under public law, or a special public-law fund. 3P is also entitled to bring legal action at the purchaser's principal place of business. This does not apply to consumers.

2. German law exclusively applies. The application of the United Nations Convention of April 11, 1980, on Contracts for the International Sale of Goods (CISG – „Vienna Sales Law“) is excluded.

3. Should any provision of these terms or part of a provision become invalid, the remaining provisions or the remaining part of the provision shall remain valid.