

General Terms and Conditions of Masterfilter GmbH

§ 1 Area of applicability

(1) The following general Terms and Conditions (“Terms and Conditions”) apply for all deliveries and other services rendered by Masterfilter GmbH (“Supplier”) to a Purchaser (“Purchaser”). Conflicting provisions or provisions deviating from the Terms and Conditions of the Supplier from the Purchaser are not valid, unless the Supplier agrees expressly in writing by letter, fax or email. The Terms and Conditions therefore also apply if the Supplier carries out the delivery to the Purchaser without reservation and in the knowledge of conflicting provisions or provisions deviating from the Terms and Conditions of the Supplier from the Purchaser. These Terms and Conditions also apply for all future dealings with the Purchaser, provided they deal with related legal acts.

(2) These Terms and Conditions apply exclusively to companies, corporate bodies under public law or separate assets under public law in the sense of § 310 para. 1 BGB [the German Civil Code].

§ 2 Offers, scope of delivery and conclusion of contract

(1) All offers are subject to change. Provided that an order is to be considered an offer according to § 145 BGB, the Supplier can accept this within two weeks.

(2) The delivery contract does not materialise until the supplier dispatches its confirmation of the order. The Supplier’s order confirmation is also valid without being signed personally. If the delivery had to be made without prior confirmation of the order, the contract of delivery materialises upon delivery. Through the order confirmation, valid contracts can no longer be rescinded or cancelled without the consent of the Supplier. Subsequent changes to the delivery contract require written confirmation from the Supplier by letter, fax or email.

(3) The order confirmation is exclusively authoritative for the scope of the contractual services owed. The documents underlying the offer or the order confirmation such as images, drawings, dimensions and weight specifications are not binding until written confirmation is received. Information about the properties of the product outside the order confirmation, e.g. in advertising material, is given no legal weight whatsoever.

(4) The Supplier reserves the right to make changes to the construction, specification, design or the choice of material also after dispatch of an order confirmation, provided that these changes do not contradict the order confirmation.

§ 3 Delivery periods, delivery and acceptance

(1) The delivery period begins with the dispatch of the order confirmation or, as the case may be, after settling all technical and commercial particulars as well as after submitting possible necessary consents; the latest date is in each case authoritative. The Supplier is making an effort to adhere to the specified date of delivery. The delivery period specifications will be made to the best discretion, but are not binding unless it concerns a fixed date agreed in the terms and conditions.

(2) The delivery period is adhered to if the Purchaser was informed about the readiness for dispatch within the delivery period.

(3) Possible changes requested by the Purchaser within the delivery period disrupt and extend the delivery period accordingly. An appropriate extension of the delivery period occurs if the Purchaser does not comply with the contractual duties and payment obligations material for the order. If there is a material change in the financial affairs of the Purchaser towards the affairs existing at the time of dispatch of the order confirmation, the Supplier can refuse delivery until the Purchaser either produces the proportionate consideration or has furnished an appropriate security.

(4) The occurrence of unforeseen events authorises the Supplier to defer the delivery for the duration of the impediment and an appropriate lead time. Such circumstances which the Supplier cannot avert with reasonable care according to the facts of the case are considered unforeseeable events, e.g. war, currency and trade or other sovereign measures, civil unrest, natural disasters, fire, strikes, lock-out, failure to deliver semi-manufactured goods through no fault of one’s own, traffic and business disruption and other cases of act of God, through which the fulfilment of the delivery contract is put at risk, materially hindered or made impossible.

(5) In the cases of § 3 (4), the Supplier is authorised to rescind the contract without granting compensation. The Purchaser can request an explanation from the Supplier as to whether it rescinds or will deliver within an appropriate period. If the Supplier does not provide an explanation, the Purchaser can rescind the contract. Part deliveries and part performances cannot be refused by the Purchaser. If there is a delivery delay for other reasons, the Purchaser must fix an extension period for the Supplier in writing. If the object of the delivery is also not dispatched by the Supplier within this extension period, the Purchaser is authorised after expiry of the deadline to withdraw from those parts which were not dispatched or registered as ready for dispatch by the expiry of the extension period. The Purchaser is only entitled to rescind the entire contract if the part performances already performed are not in the Purchaser’s interest.

(6) Claims for compensation by the Purchaser are excluded in all cases of delayed delivery or performance; this does not apply in the case of a deliberate act or gross negligence.

(7) Provided that no fixed dates for acceptance are agreed, the Purchaser is to accept the delivered object within 10 days after being informed about its completion. If the Purchaser issued a call order, it must recall the object of the delivery and, in the case of several items being ordered, all delivered items within twelve months from the time of the order; § 3 (6) applies accordingly. If the Purchaser does not accept the object of the delivery at the agreed time, the Purchaser is still obligated to pay the purchase price. The Supplier is authorised, without prejudice to further statutory rights, to store the object of delivery or otherwise have it in its control at the cost and risk of the Purchaser and to deliver it to the Purchaser at the next possible time. A flat charge of 0.5 % of the net invoice amount plus VAT at the particular statutory rate will be charged for storage for each month begun.

(8) Dispatch will take place ex works at the cost and risk of the Purchaser. The mode of dispatch and the dispatch route are, unless otherwise agreed, decided by the Supplier. Insurance for breakdowns, thefts and other things are only concluded by the Supplier on express request from and on the account of the Purchaser.

§ 4 Transfer of risk on dispatch

(1) Risk is transferred to the Purchaser on acceptance, on the day acceptance is refused without reason, on inactivity of the Purchaser following the expiry of the period in § 3 (7) or a possible separately agreed acceptance deadline. If the object is to be delivered to the Purchaser or to third parties, risk is transferred upon transfer of the object of delivery to the carrier (shipper,

General Terms and Conditions of Masterfilter GmbH

railway etc). Risk is transferred in any case when the delivered object is put into use. If the Supplier retracts the goods for reasons which are not its fault, the Purchaser carries the risk until the Supplier receives the goods.

§ 5 Reservation of ownership

(1) The goods remain the property of the Supplier until all of the Supplier's claims are fulfilled, regardless of the legal ground, even if payments have been made for specifically identified claims. In the case of an outstanding account, the reserved property is valid as security for the Supplier's balance claim. If the Purchaser breaches the contract, in particular if it delays payment, the Supplier is authorised to retract the object of the delivery. The contract is rescinded if the Supplier retracts the object of the delivery. The Supplier is authorised to exploit the object of the delivery after it is retracted, the proceeds of the exploitation are – less appropriate exploitation costs – to be offset from the Purchaser's accounts payable.

(2) The Purchaser is obligated until ownership is transferred to treat the object of the delivery with due care; it is obligated in particular to insure it sufficiently for its value as new against damage from fire, water and theft at its own cost. Insofar as maintenance and inspection work is necessary, the Purchaser must carry this out in good time at its own cost.

(3) The Purchaser may neither pledge nor assign delivered goods as security under retention of ownership. If third parties seize as well as confiscate or otherwise come into control, the Purchaser is to notify the Supplier of this without delay (by letter, fax or email), so that the Supplier can take action under § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in the position to compensate the Supplier for the legal and extrajudicial costs of a claim under § 771 ZPO, the Purchaser is liable for the shortfall.

(4) The Purchaser is entitled to sell the object of the delivery in the ordinary course of business; at this point it will however transfer all claims up to the value of the final invoice (including VAT) to the Supplier upon request, which accrue from the resale to its customers or third parties, and indeed irrespective of whether the object of the delivery was resold without or after being worked on. The Purchaser remains authorised also after the transfer in order to recover these claims. The Supplier's authority to recover the claims itself remains unaffected by this. The Supplier is however obligated not to recover the claim if the Purchaser complies with its payment obligations from the proceeds collected, does not default on payment and in particular no application is made to open composition or insolvency proceedings or no default is at hand. If this is the case however, the Supplier can request that the Purchaser discloses the assigned claims and their debtors to it, provides all particulars necessary for collection, delivers the corresponding documents and informs the debtors (third parties) about the assignation.

(5) Assimilating or altering the object of the delivery by the Purchaser shall always be carried out for the Supplier. If the object of the delivery is assimilated with other objects not belonging to the Supplier, the Supplier acquires joint ownership in the new thing in relation to the value of the object of the delivery (amount of the final invoice including VAT) relative to the other objects assimilated at the time of the assimilation. Furthermore, the same rules as for the object of the delivery under retention of ownership apply for the thing created from the assimilation.

(6) If the object of the delivery is inextricably combined with other objects which do not belong to the Supplier, the Supplier acquires joint ownership in the new thing in relation to the value of the object of the delivery (amount of the final invoice including VAT) relative to the other objects combined at the time of the combination. If the combination is carried out in such a way that the Purchaser's thing is to be considered the principal object, it is agreed that the Purchaser will transfer joint ownership to the Supplier proportionately. The Purchaser holds for the Supplier the sole ownership or joint ownership created.

(7) The Purchaser also assigns to the Supplier the claims for security from these claims against it, which accrue against a third party through the connection of the object of the contract with a piece of land.

(8) The Supplier is obligated to release securities entitled to it on request from the Purchaser if the marketable value of the securities exceeds more than 10% of the claims to be secured; it falls to the Supplier to choose securities to release.

(9) If the reservation of ownership is invalid according to the laws of the state in which the goods are placed, that security for the Supplier's claim which can be validly agreed in the country in question and comes closest in commercial terms to the reservation of ownership is agreed. The Purchaser is obligated to take all real or legal measures necessary in this regard.

§ 6 Prices and Terms and Conditions of payment

(1) If there is no separate agreement, the prices are ex works excluding packaging and other dispatch and transport expenses and plus VAT at the respective statutory rate. Packaging costs are invoiced separately at cost price.

(2) Payments are to be made within 30 days after the date of the invoice without any deduction exclusively to the Supplier's account provided. Payments by transfer and cheque are not completed until after unconditional credit is received. Bank, discount and other expenses are charged to the Purchaser.

(3) If the payment deadline is not met, interest amounting to 8 % p.a. from the due date will be charged. Interest for delay amounts to 8 % p.a. above the base rate. The Supplier may still make further claims for culpable delays in payment.

(4) The Supplier reserves the right to agree with the Purchaser a different price from that in the order confirmation in the case of material, unforeseeable changes in the production costs which the Supplier cannot influence. If the Purchaser requests changes after the order confirmation is dispatched, possible additional costs arising from this will be charged.

(5) The Purchaser is only entitled to set-off rights if its counter-claims are established as final and absolute, undisputed or recognised by the Supplier. The Purchaser is not entitled to rights of retention.

§ 7 Guarantee

(1) The Purchaser is to inspect the delivered goods immediately after receipt with the reasonable care called for in the given circumstances; defects established in this connection are to be notified in writing within a cut-off period of two weeks. Latent defects are to be notified in writing two weeks after discovery.

(2) Replacement parts or parts subject to wear and tear or parts which are to be worked on must also be inspected by the Purchaser without delay and possible defects must be reported immediately within the periods designated in § 7 (1). For defects which can be established before assembly or working on the goods, all claims under guarantee do not apply after the goods are worked on or assembled.

(3) The Supplier guarantees that the delivered goods function according to the respective valid product specifications when used and applied in the conventional and usual way, provided that the delivered goods are installed and run-in accordance

General Terms and Conditions of Masterfilter GmbH

with the operating manual included. The Purchaser has in this connection sole responsibility for establishing whether the delivered goods are adequate for use by the Purchaser.

(4) In the case of authorised and undelayed notifications of defects, the Supplier can choose, under the guarantee [Gewährleistung], to repair the object of the delivery (rectification of defects) or to replace the defective parts (delivery of replacements). The Supplier is, alternatively, while keeping in mind the interests of the Purchaser, also authorised to compensate for the reduced value. If the Supplier does not comply with its duty to rectify or deliver a replacement, or does not do so as contractually agreed or fails to do this, the Purchaser has the right to reduce the remuneration or it can choose to rescind the contract of sale or, in the case of software delivered for a limited time, use the right to cancel the contract of sale without notice.

(5) Other or further claims by the Purchaser on the grounds of defects, including claims for compensation for damages and also for consequential damage caused by a defect, are excluded provided that nothing else is expressly provided in these Terms and Conditions. Claims for compensation for damages which are not excluded include those arising from injury to life, body or health as well as from the breach of a material contractual duty (cardinal duty), whereby the Supplier is liable, in the case of a simply negligent breach of a cardinal duty, only for the amount of typical and foreseeable damages in the context of the contractual relationship, for which no indirect damages, particularly lost profit, count.

(6) The Supplier's liability lapses if the delivered goods were disassembled by third parties or altered through the integration of parts manufactured by third parties and the damage arises originally in connection with such an alteration. Liability also lapses if the Purchaser does not or does not properly follow the instructions given by the Supplier for use of the delivered item (operating manual).

(7) Claims by the Purchaser arising from defects in the delivered goods prescribe within 12 months after starting up or within 18 months after the transfer of risk, depending on which occurs first.

(8) If the Purchaser checks the delivered goods and discovers a fault for which the Supplier would be liable according to § 7 (4), the Purchaser is to bear the costs incurred if it transpires that no defect exists.

(9) The Supplier agrees to have ready operationally compatible replacement parts for each machine or for each important accessory for a period of three years following delivery of the last production series of the machine. This provision only applies for such replacement parts which are liable to wear and tear within the scope of normal operation.

§ 8 General limitation of liability

(1) Provided that nothing else is provided in these Terms and Conditions, the Supplier is liable only for intentional acts or gross negligence, irrespective of the legal ground.

(2) If the Purchaser makes claims for personal injury or damage to property on the basis of the "Produkthaftungsgesetz" (the law on product liability) which go back to the defectiveness of the delivered thing, the exclusion of liability does not apply.

(3) The Purchaser's deliberations, in particular about the use of the object of the delivery, are only binding for the Supplier if it has granted or confirmed them in writing.

§ 9 Copyright

(1) The Supplier retains ownership of drawings, sketches, cost estimates and its other documents relating to its offers and terms and conditions. The Purchaser may only use these for the agreed purpose and may neither copy them nor make them accessible to third parties without the Supplier's prior consent. On request from the Supplier, these documents themselves and all copies of them are to be returned to the Supplier.

(2) Technology and know-how, regardless of whether it is patented or not, which shall be used in the delivery and services provided in connection with it as well as all intellectual copyrights in relation to the delivery and services provided in connection with it, remain the exclusive property of the Supplier. The Purchaser shall be granted only a non-exclusive right of use.

§ 10 Purchaser's duties, disposal of the goods

(1) If objects of the delivery are returned to the Supplier to be repaired, exchanged or for another reason, the Purchaser is obligated to return this object only after being cleaned, in safe and sanitary non-hazardous condition, adhering to all applicable thresholds together with the safety specification sheet; in particular, the current "Technical Rules for Hazardous Substances" [Technische Regeln für Gefahrstoffe] (TRGS), especially TRGS 900 – Workplace thresholds and TRGS 903 Biological thresholds are to be adhered to.

(2) The Purchaser is obligated to properly dispose of the delivered goods following termination of use in accordance with the currently applicable statutory requirements. The Purchaser releases the Supplier from all possible statutory take-back requirements, in particular from possible requirements set out in the law on putting into circulation, taking back and the environmentally friendly disposal of electrical and electronic machines and third-party claims arising in connection with them.

(3) If the Purchaser passes on the goods delivered by the Supplier to commercial users, it is obligated to obligate these commercial users by contract to properly dispose of the delivered goods following termination of use at their own costs according to the currently applicable statutory requirements and, if passed on again, to agree a corresponding duty. If the Purchaser fails to do this, it is itself obligated to take back the delivered goods following termination of use at its own costs and to properly dispose of them according to the currently applicable statutory requirements.

(4) The Supplier's claim to take over or release by the Purchaser according to the requirement of this § 11 does not prescribe before the expiry of two years after the final termination of use of the delivered goods.

§ 11 Data protection

(1) The Purchaser authorises the Supplier by means of a notification to use personal information within the framework of the legal requirements of applicable data protection laws and insofar as is necessary for the carrying out of the delivery contract and to forward them to persons involved in the carrying out of the delivery contract on the side of the Supplier.

§ 12 Place of performance, applicable law, jurisdiction and severability clause

(1) Insofar as nothing else is provided in this Terms and Conditions, the Supplier's place of business is the place of performance for all deliveries.

General Terms and Conditions of Masterfilter GmbH

- (2) German law applies for all legal relations between the Supplier and the Purchaser excluding the UN Convention of the International Sale of Goods.
- (3) Provided that the Purchaser is a trader, Munich is the place of jurisdiction. The Supplier is also authorised to bring an action against the Purchaser at its place of business.
- (4) Should provisions of these Terms and Conditions prove to be invalid, this will not affect the validity of the remaining provisions of these Terms and Conditions nor of the delivery contract. The Purchaser and Supplier shall replace the invalid provisions with such new provisions which are legally permissible and come as close as possible to the legal and commercial spirit and purpose pursued by the ineffective provisions.

Date of issue: July 17th, 2022