

**During preparation, all states of implementation and the entire relationship of the parties concerning their contracts each party is strictly obliged to follow the respective applicable law as well as the rules of the fteu® Compliance Principles, [www.fteu.de](http://www.fteu.de).**

#### § 1 Ambit

The following conditions of the filtertechnik.Europe GmbH & Co. KG, fteu®, apply exclusively.  
We disagree with any condition of our customers, deflecting from the fteu® sales conditions. Customer's conditions differing from ours require written agreements by fteu®, nominating single contradictions for making them valid.  
Agreements, differing from these conditions require written approval by fteu® for their effectiveness.

#### § 2 Settlement of contract

(1) fteu® offers and prices are without engagement. Price changes - due to altered acquisition prices - are explicitly reserved to ourselves.  
(2) The customer's order is a binding offer. fteu® can accept this offer within two weeks by sending an order confirmation at our choice.  
(3) Orders require written agreements by fteu®. Changes, additions and side agreements need to be confirmed in written form by fteu® for their effectiveness.  
(4) When a long term supplier assertion is missing respectively without prior agreement, the impossibility of supplementary issuance of a confirmation of preferential origin status does not result in the invalidity of contract respectively to customer's claims. The effectiveness of the sales business stays intact.

#### § 3 Quality and contract objective

Quality of our products is exclusively defined by  
(1) fteu®-work standards,  
(2) fteu®-quality standards,  
(3) fteu®-specific technical descriptions,  
carried out and documented following the rules of qualitymanagement by ISO 9001. All fteu® information and terms refer to the fteu® standards. Offered and realized products and deliveries are finally and exclusively determined by these standards. Each deviation and/or addition concerning specification, requirements, features, documentation, proofs, certificates need to be confirmed in written form by fteu® to become valid. The above mentioned fteu® standards are attached to these conditions and are part of our offer.

#### § 4 Samples/Designs

(1) fteu® reserves the property rights of layouts, drawings, calculations, samples and other documents to the company; contained information is not binding. Its transfer requires explicit, previous written agreement by fteu®.  
(2) Samples of fteu® are approximate, non-binding exemplars for quality, color and measurement.

#### § 5 Prices

(1) Our prices apply ex factory, excluding packaging.  
(2) The calculation is made in EURO according to the respective price including specifics by § 3 agreed on.  
(3) The value added tax (VAT) regulated by law is not included in the value of goods. It is separately calculated and charged, due to the effective rate at the time of the delivery.  
(4) fteu® reserves the right to raise respectively decrease the prices in contracts with a higher agreed term of a contract/delivery time than 4 months, in case of actual increase costs caused by for example collective labour agreements, increase of material prices and increase of taxes, regulated by law.  
(5) fteu® produces blanks according to customer's specifications from coil. fteu® has the right to charge preproduction-, blank-, material-, and offset costs, in case no price per unit was defined.

#### § 6 Blanket orders

(1) The term of a contract of blanket orders cannot be longer than a year.  
(2) fteu® has the right to procure the material for the entire order and to produce the complete purchase order quantity continuously. Requests for modification of the customer cannot be regarded after placing the order, neither for the total quantity nor for parts of it.  
(3) The supply for the delivery results after the call-off order of the customer in 4 subsets maximum within the term of a contract. After the supply for delivery the goods have to be paid immediately.  
(4) The call-off order has to be placed 4 calendar weeks minimum ahead of the delivery date.  
(5) fteu® has the right to deliver quarterly the fourth piece of the total quantity without call-off of the customer. The customer is obliged to accept and receive the delivered goods.  
(6) If the customer does not accept ordered goods, in spite of written request by fteu®, according to figures (3), (4), storage and handling costs are charged immediately in fixed costs in the amount of € 8,00/m<sup>2</sup>

a month. fteu® has the right to ask for the cover of any additional damage.

#### § 7 Delivery quantity

fteu® is allowed to deliver 10% more or less of the ordered quantity. The order is deemed to be completely fulfilled with this delivery quantity.

#### § 8 Delivery

(1) The order is delivered to the delivery address provided by the customer. It is the customer's responsibility to provide a complete and correct delivery address. If the delivery is not possible caused by a incomplete or erroneous address the customer is obligated to cover all arisen expenses to fteu®. § 5 (5) applies accordingly.  
(2) If not specified by the customer in the order, we reserve ourselves the right to choose the kind of delivery.  
(3) Transfer of perils to the customer as soon as the delivery is handed over to the person executing the delivery.

#### § 9 Terms of delivery and/or unforeseeable events (force majeure)

(1) If the approved delivery date expires, fteu® has the right to set an adequate additional respite, minimum 3 calendar weeks.  
(2) Unpredictable events (strike, lock-out, force majeure, official and/or governmental directives, etc.) which fteu® neither has influence on nor is able to prevent concerning us directly or indirectly, entitle us to elongate delivery terms or partially or entirely withdraw from contract.  
(3) In the event of delayed delivery the customer may not claim damage caused by the delay, regardless of the cause.  
(4) If a default of acceptance occurred for which the customer is responsible or if the customer violates any other obligation to co-operate, fteu® has the right to to prefer orders of other customers and to elongate the delivery time appropriately. Irrespective of any other demands fteu® has the right to request the cover of insofar incidental damages including additional expenditure due to be paid promptly.

#### § 10 Packaging

Packaging is charged as cost of sales and is not withdrawn. Packaging, purchased by the customer, will not be taken back.  
Transportation packaging or outer packaging may be returned to fteu® Heinsberg upon prior confirmed notification, [logistik@fteu.de](mailto:logistik@fteu.de), at customer expense.

#### § 11 Payment arrangements

(1) If not stated otherwise in order confirmation and/or invoice, invoices have to be paid within 10 days starting from sending and invoice date without deduction. The payment has to be performed losslessly to fteu®. The receipt of a payment at fteu® is applicable for the timeliness of the payment.  
(2) If the customer is in default of payment, we may demand 9% default interest on top of the applicable base rate. If fteu® can give prove of higher default damages/losses, we are entitled to assert it.  
(3) If a customer is in default of payment or his investments shape adversarial, all demands of payment are due immediately. This also concerns payment by note. In this event we reserve ourselves the right of withdrawal from a running contract, or we are entitled to deliver after either a deposit or an advance payment has been made. In addition fteu® has the right to retain all delivery or service.  
(4) The customer is only authorized for retention if his customer claim are based on the same contractual relationship.  
(5) The acceptance of fteu® of exchanges can only take place due to a prior written agreement. Exchanges are only effective, if they have been encashed. Note charges are charged on the customer.  
(6) The customer is only entitled to set-off rights, if his counter claims were legally asserted, have their origin in the identical contract, are due to fulfill or accepted by us.

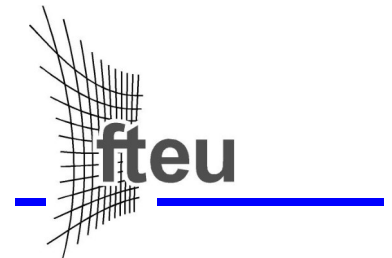
#### § 12 Retention of title

(1) Until complete payment fteu® holds the ownership of the delivered products.  
(2) The ownership is transferred to the customer, when he has amortised all his liabilities of our product delivery. On running account the reserved ownership is considered as assurance of our payment balance request.  
(3) The customer is entitled to alienate the goods in the usual course of business with retention of title.  
(4) When processed, combined or mixed with other goods, which we did not deliver a co-ownership of the new thing is entitled to us proportional to the value of the conditional goods to the other allotments.  
(5) Forfeiting or security transfer of title by the customer is prohibited. The customer has to inform us immediately about forfeiting or any other curtailing of our rights by a third party.

#### § 13 Warranty

(1) The customer is obligated to report obvious deficiencies of the product or the entire delivery including damages resulting from transport to fteu® immediately in writing. If the customer does not bring forward any complaints, the product is considered accepted.

Conditions of sales and delivery  
**filtertechnik.Europe GmbH & Co. KG, fteu®**  
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(2) At the occurrence of rightful claims the customer is entitled to a compensation delivery free of charge. Further claims, especially claims due to consequential damages, are especially excluded.

(3) The inadequate goods have to be sent back to fteu® in the same condition it was in when the damage was noticed.

(4) Complaints do not justify the change of the payment terms or a default of payment.

**§ 14 Miscellaneous**

(1) Heinsberg/Germany is place of delivery and payment.

(2) Changes or additions of the general terms and conditions are required in writing for legal effect. This also applies for the agreement setting aside the written-form requirement itself.

(3) The validity of the general terms and conditions is not affected, if any ordinance in the general terms and conditions is or will be ineffective.

The parties commit themselves to replace the ineffective regulation by one which economically equals the subject of contract.

(4) The laws of the Bundesrepublik Deutschland apply for all contractual relations between the parties, excluding the UN Convention on Contract for the International Sale of Goods (CISG).

(5) Heinsberg is court of jurisdiction for all opposite claims and engagements, also for exchange and cheque demands, is for business people, legal bodies of public law, separate estates under public law and customers which do not have a domestic court of jurisdiction.

**Only the latest release of fteu® conditions of sales and delivery is valid, with its publication any prior version is deemed invalid.**