

General Terms and Conditions of Sale and Delivery (GTC)

of R+F FilterElements GmbH

As of: 2026

§ 1 Scope and General Provisions

- (1)** These General Terms and Conditions of Sale and Delivery (hereinafter “GTC”) apply to all present and future business relationships between R+F FilterElements GmbH (hereinafter “Seller”) and its customers (hereinafter “Buyer”).
- (2)** These GTC apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (B2B). They do not apply to consumers (§ 13 BGB).
- (3)** Conflicting, deviating or supplementary general terms and conditions of the Buyer shall only become part of the contract if the Seller has expressly agreed to their application in writing. This requirement of consent shall also apply if the Seller carries out the delivery without reservation while being aware of the Buyer’s terms and conditions.
- (4)** If the Buyer does not immediately object to the content of a commercial letter of confirmation issued by the Seller, its content shall be deemed accepted, insofar as this is permissible under the principles of commercial dealings between merchants.
- (5)** Individual agreements made in a specific case (including collateral agreements, supplements and amendments) shall in all cases take precedence over these GTC.

§ 2 Offer, Conclusion of Contract and Descriptions of Quality

- (1)** The Seller’s offers are subject to change and non-binding, unless they are expressly marked as binding.
- (2)** The Buyer’s order of the goods shall be deemed a binding offer of contract. A contract shall only come into existence upon the Seller’s written order confirmation or upon the immediate delivery of the goods.
- (3)** Information in catalogues, technical data sheets, drawings, validation guides, on websites or in other documents (e.g. regarding dimensions, weights,

pore sizes, separation efficiencies, resistances or performance) constitute approximate values customary in the industry and are not guarantees of quality, unless they are expressly agreed in writing as guaranteed.

(4) Deviations in dimensions, material structures, weights or colours that are customary in the trade or technically unavoidable, as well as technical changes in the course of further development, remain reserved, provided that they do not impair the usability for the contractually intended purpose.

(5) Partial deliveries are permissible insofar as they are reasonable for the Buyer, taking into account the interests of both parties.

§ 3 Custom-Made Products, Drawings and Customer Information

(1) In the case of custom-made products manufactured according to the Buyer's specifications, drawings, samples or requirements, the Buyer bears sole responsibility for the accuracy, completeness and technical suitability of the documents and data provided by it.

(2) The Buyer warrants that the manufacture and delivery according to its specifications do not infringe any third-party industrial property rights (e.g. patents, utility models, trademarks or copyrights). The Buyer shall indemnify the Seller against all third-party claims arising from such an infringement of property rights upon first demand.

(3) The Seller reserves all title and copyrights to cost estimates, drawings, samples and other documents. They may not be made accessible to third parties without prior written consent.

§ 4 Spare Parts and Cross-Reference Clause (Replacements)

(1) Insofar as the Seller offers or distributes products as alternatives, spare parts or "replacements" for products of third-party manufacturers (Original Equipment Manufacturers – OEM), these are not original parts of the respective OEM, unless expressly stated in writing.

(2) The indication of OEM names, brand names and OEM article numbers serves exclusively for reference, identification and assignment purposes. The Seller has no commercial or corporate connection with the named trademark owners.

(3) The Buyer is obliged to check, on its own responsibility, the technical suitability and compatibility of the offered replacement or alternative product for its specific application prior to installation.

§ 5 Prices and Terms of Payment

- (1)** Unless otherwise agreed in a specific case, the Seller's prices apply ex works (EXW Incoterms 2020), plus statutory value added tax, packaging, freight, customs and insurance costs.
- (2)** Invoice amounts are due and payable within 30 days of the invoice date without any deduction, unless a different agreement has been made.
- (3)** Upon expiry of the aforementioned payment period, the Buyer shall be in default without the need for a separate reminder. During the default, interest shall be charged on the purchase price at a rate of 9 percentage points above the respective base interest rate pursuant to § 288 (2) BGB. The Seller is entitled to charge a lump sum of € 40.00 for each case of default in payment pursuant to § 288 (5) BGB; this shall be offset against any damages owed, insofar as the damage does not consist of costs of legal action. The assertion of further damage caused by default remains reserved.
- (4)** The Buyer is only entitled to rights of set-off or retention if its counterclaims have been legally established, are undisputed or have been acknowledged by the Seller.

§ 6 Delivery, Passing of Risk and Delay in Delivery

- (1)** Delivery periods and delivery dates are non-binding unless they have been expressly agreed in writing as binding.
- (2)** Compliance with delivery periods presupposes the timely and proper fulfilment of all the Buyer's contractual obligations (e.g. provision of specifications, approvals, advance payments).
- (3)** Unless expressly agreed otherwise, delivery is made ex works (EXW Incoterms 2020, Seller's warehouse). The risk of accidental loss and accidental deterioration of the goods passes to the Buyer upon handover to the forwarder, carrier or other person designated to carry out the shipment. In the case of export deliveries, the customs and foreign-trade export handling is incumbent on the Buyer, unless otherwise agreed; the Seller shall support the Buyer upon request with the documents required for this purpose.
- (4)** Events of force majeure, strikes, shortages of raw materials or energy, transport disruptions, official interventions or delays in delivery by upstream suppliers through no fault of the Seller entitle the Seller to postpone the delivery for the duration of the impediment plus a reasonable start-up period, or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled.

§ 7 Retention of Title

(1) The delivered goods remain the property of the Seller until all present and future claims of the Seller arising from the purchase contract and the ongoing business relationship (secured claims) have been fulfilled in full.

(2) The Buyer is entitled to process and/or resell the goods subject to retention of title in the ordinary course of business. In this case, the Buyer already now assigns to the Seller, by way of security, all claims in the amount of the final invoice amount that accrue to it from the resale. The Seller accepts this assignment.

(3) In the event of processing or transformation of the goods subject to retention of title, the Seller shall be deemed the manufacturer, without any liabilities arising for it as a result. If the Buyer acquires co-ownership of the new item, it hereby transfers to the Seller its co-ownership share in the ratio of the value of the reserved goods to the value of the new item.

(4) If the realisable value of the securities to which the Seller is entitled exceeds the secured claims by more than 10%, the Seller is obliged, at the Buyer's request, to release securities of its choice to that extent.

(5) In the case of deliveries to countries in which the aforementioned retention of title has no effect or no equivalent effect under the law there, it shall operate as the security right most closely comparable to the German retention of title and reaching the furthest under the respective law of the country of destination. The Buyer shall cooperate in measures that the Seller deems necessary to establish and maintain such a right.

§ 8 Duty to Inspect and Give Notice of Defects, Claims for Defects

(1) Claims for defects by the Buyer presuppose that it has complied with its statutory obligations to inspect and give notice of defects (§§ 377, 381 of the German Commercial Code, HGB).

(2) Obvious defects (including incorrect or short deliveries) must be reported to the Seller in writing without delay, but no later than within 7 calendar days after delivery of the goods, and hidden defects within 7 calendar days after discovery, with a precise description of the defect. If the Buyer fails to give notice in due time, the goods shall be deemed approved.

(3) If the delivered goods are defective, the Seller shall, at its option, provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery).

(4) Claims for defects do not exist in the case of normal wear and tear (in particular of filter membranes, seals, filter cloths or hot-gas candles), improper handling, faulty assembly or commissioning by the Buyer or third parties, non-observance of operating instructions, chemical, thermal or mechanical overloading, or unsuitable operating conditions.

(5) The general limitation period for claims for defects is 12 months from the passing of risk, insofar as legally permissible.

§ 9 Liability

(1) The Seller is liable without limitation in the case of intent, gross negligence, injury to life, body or health, and in accordance with the provisions of the German Product Liability Act.

(2) In the case of slightly negligent breach of material contractual obligations (cardinal obligations – obligations whose fulfilment is essential to the proper performance of the contract in the first place and on whose compliance the contractual partner may regularly rely), the Seller's liability is limited to the foreseeable damage typical for the contract at the time of conclusion of the contract.

(3) In all other respects, the Seller's liability – on whatever legal grounds – is excluded. This applies in particular to consequential damage, indirect damage, production stoppage, business interruptions, loss of profit or pure financial losses.

§ 10 Export Control and Compliance

(1) The Seller's deliveries and services are subject to the proviso that performance is not prevented by any impediments due to national or international regulations of foreign trade law, embargoes or other sanctions.

(2) The Buyer warrants that it is not itself listed on any relevant sanctions or embargo list of the EU, the USA or the United Nations, and undertakes, when passing on the delivered goods to third parties, to comply with the respective applicable national and international re-export control regulations.

§ 11 Final Provisions, Applicable Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance for all obligations arising from the contractual relationship is the Seller's registered place of business, unless otherwise stated in the order confirmation.

(3) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the Seller's registered place of business. However, the Seller is also entitled to bring an action at the Buyer's general place of jurisdiction.

(4) These GTC are also made available in foreign-language versions. In the event of contradictions or differences in interpretation between the German version and a foreign-language version, the German version shall be exclusively authoritative.

(5) Should individual provisions of these GTC be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions.

This is a translation for convenience only. The legally binding version of these General Terms and Conditions is the German version. In the event of any discrepancy, the German version shall prevail.