



GENERAL TERMS AND CONDITIONS of FILTECH

Article 1: Definitions

1.1. In these general terms and conditions, the following terms are used with the following meanings, unless expressly indicated otherwise.

Filtech:	Filtech Nederland B.V., Filtech France S.A.R.L., Filtech Swiss S.A. the users of these general terms and conditions.
Buyer:	The other party, acting in the performance of a profession or business, to which Filtech sells and supplies goods, and to which Filtech provides services when the occasion arises.
Agreement:	The contract between Filtech and the buyer.

Article 2: Applicability

- 2.1. These conditions are applicable to all legal relationships between Filtech and the buyer, including all offers, tenders and agreements between Filtech and the buyer.
- 2.2. These conditions are also applicable to all agreements with Filtech for the performance of which third parties are hired.
- 2.3. Any deviations from these general terms and conditions are only valid if they are expressly agreed in writing.
- 2.4. The applicability of any purchase conditions or other conditions of the buyer is specifically excluded.
- 2.5. If one or more provisions of these general terms and conditions are void or nullified, the other provisions of these general terms and conditions will remain fully applicable. Filtech and the buyer will then consult with one another in order to agree on new provisions to replace those that are void or have been nullified, taking the aim and purport of the original provision(s) into account if and in so far as possible.

Article 3: Offers and formation of agreement

- 3.1. Every offer made by Filtech will be free of obligation, unless a period for acceptance is expressly stated in or in connection with the offer.
- 3.2. The prices in the offers/tenders referred to are exclusive of VAT and other government levies, as well as any costs incurred as part of this agreement, including shipping and administration costs, unless otherwise agreed.
- 3.3. The offer is solely based on the information provided for that purpose by the buyer, which Filtech may expect to be accurate and complete. The buyer guarantees the accuracy and completeness of the information in question.

Article 4: Performance of the agreement

- 4.1. Filtech will perform the agreement with the care associated with a good client. However, it does not guarantee any specific results.
- 4.2. All periods stipulated by Filtech are indicative and do not constitute deadlines. Exceeding these periods does not obligate Filtech to pay any form of compensation and it does not entitle the buyer to terminate the agreement, unless there is wilful intent or equivalent gross negligence on the part of Filtech.
- 4.3. In the event of late delivery, Filtech will not be in default until the buyer gives Filtech notice of default.
- 4.4. If and in so far as the effective performance of the agreement demands, Filtech will be entitled to have certain work carried out by a third party.
- 4.5. The buyer ensures that all information required for the performance of the agreement is given to Filtech on time. If this is not the case, Filtech will be entitled to suspend the performance of the agreement and/or to charge the buyer for any costs incurred as a result of the delay.

Article 5: Delivery

- 5.1. Delivery will take place ex Filtech's factory/warehouse.
- 5.2. The buyer will be obligated to take delivery of the items when Filtech delivers them or has them delivered, or when they are made available to the buyer in the manner stipulated in the agreement.
- 5.3. If the buyer refuses to take delivery or is negligent in its provision of information or instructions necessary for the delivery, Filtech will be entitled to store the items at the buyer's expense and risk.
- 5.4. Any risk connected to the items passes to the buyer at the moment at which they are legally and/or actually delivered and in so doing are brought under the control of the buyer or a third party appointed by the buyer.

Article 6: Price and costs

- 6.1. The price is exclusive of VAT and any costs incurred under the agreement.
- 6.2. Filtech will be entitled to increase this price, for example, in the event of amendments or supplements to the agreement.
- 6.3. Furthermore, Filtech will be entitled to charge increased prices if salaries and other costs, for example, increase between the moment at which the tender is made and the delivery.



Article 7: Payment

- 7.1. Payment must be made within 30 days of the invoice date, in a manner stipulated by Filtech and in the currency invoiced, without deduction, discount or setoff being permitted. Objections against the invoice amounts do not defer the obligation to pay. If payment is made within 10 days of the invoice date, Filtech will give the buyer a payment discount of 2% on the invoice amount (exclusive of VAT).
- 7.2. If the buyer remains in default of payment within the period of 30 days, the buyer will be in default by operation of law. In that event, the buyer will owe interest equal to the applicable statutory commercial interest. The interest on the exigible amount is calculated from the moment the buyer is in default until the moment the amount is paid in full, with part of a month being considered a full month.
- 7.3. In the event that the buyer is wound up, declared bankrupt, subject to a seizure of assets or issued with a moratorium, Filtech's claims against the buyer will be immediately exigible.
- 7.4. Filtech will be entitled to use payments made by the buyer first to settle costs, then to settle any outstanding interest and finally to settle the principal and current interest.
- 7.5. In the event of overdue payment, Filtech will be entitled to stop further deliveries to the buyer until the outstanding amounts under all agreements concluded with Filtech are paid in full.

Article 8: Retention of title

- 8.1. All items delivered by Filtech remain the property of Filtech until the buyer has fulfilled all its obligations under all agreements concluded with Filtech in full, to be decided at Filtech's discretion.
- 8.2. The buyer is not authorised to pledge or otherwise encumber the items under retention of title.
- 8.3. If third parties attach the items delivered subject to retention of title or wish to establish or assert rights thereupon, the buyer will be obligated to inform Filtech as quickly as can be reasonably expected.
- 8.4. The buyer undertakes to insure the items delivered subject to retention of title, and to maintain this cover, against fire, explosion or water damage as well as theft and to provide the insurance policy on demand.
- 8.5. Items delivered by Filtech, which fall under the retention of title as stipulated in Article 8.1, may only be resold in the course of normal business operations and never be used as a means of payment. In the event of resale, the buyer will also be obligated to deliver subject to retention of title.
- 8.6. In the event that Filtech wishes to exercise its ownership rights as indicated in this article, the buyer will grant Filtech or third parties appointed by Filtech unconditional and irrevocable permission to access all areas where Filtech property is located and to repossess it.

Article 9: Collection charges

- 9.1. All judicial and extrajudicial collection charges reasonably incurred by Filtech in connection with non- or late compliance with the payment terms on the part of the buyer are payable by the buyer.
- 9.2. The buyer will owe statutory interest on the collection charges made.

Article 10: Research, complaints

- 10.1. Complaints should be reported to Filtech by the buyer in writing within 14 days of discovery. The letter of complaint should contain as detailed as possible a description of the complaint so that Filtech can respond adequately.
- 10.2. If the complaint is valid, Filtech will be authorised to choose whether to adjust the invoice amount, or provide the product or service again, or to refund a proportion of the price already paid without continuing performance of the agreement.
- 10.3. If the buyer has not complained within the period stipulated in Article 10.1, all its rights and claims that it may have, for whatever reason, in relation to that which it complained about or could have complained about within that period, will lapse.

Article 11: Expiry period

- 11.1. Without prejudice to the provisions of Article 10, if the buyer believes or maintains that Filtech has not performed the agreement on time, completely or duly, the buyer will be obligated to notify Filtech immediately in writing – unless this has already been done under the provisions of Article 10.1 – and to assert the resulting claims in court within one year of the aforementioned notification or within one year after that notification should have been effected, in default of which it will forfeit all its rights and claims in respect thereof once the aforementioned period has lapsed.

Article 12: Suspension and termination

- 12.1. If the buyer fails to meet any obligation towards Filtech, or fails to do so adequately or on time, if the buyer is declared bankrupt or files for bankruptcy with the district court, if the buyer has applied for a moratorium or if this has been granted, if the buyer's company is closed down or wound up, if the buyer's property is seized, or if the buyer is placed under administration or guardianship, Filtech will be entitled to suspend the performance of all its obligations towards the buyer or to terminate the agreement with the buyer in whole or in part, without giving notice of default or judicial intervention and without being liable for any compensation, all without



prejudicing Filtech's other rights, including the right to compensation.

Article 13: Liability

- 13.1. If Filtech is liable, then its liability will be limited in accordance with the provisions of this article.
- 13.2. Filtech's liability for damages incurred by the buyer due to the late, incomplete or inadequate performance of the agreement is limited to a maximum of the (invoice) amount charged to the buyer by Filtech for the items delivered and/or the work performed, in which the cause of the damage lies. Any compensation owed to the buyer by Filtech will, however, never exceed the amount for which Filtech's liability is covered by an insurance policy and will never exceed EUR 10,000 in so far as the insurance in question does not provide any cover, in the event of wilful intent or equivalent gross negligence on the part of Filtech. In this and the following provisions of this article, Filtech is understood to mean its employees as well as any third parties hired by Filtech in the performance of the contract.
- 13.3. Filtech is not liable for damages caused by the fact that the buyer has not met its obligation to provide information under Article 3.3, unless this damage is caused in part by an intentional act or equivalent gross negligence on the part of Filtech.
- 13.4. Filtech is also not liable for damages caused by acts or omissions by third parties used by the buyer in the performance of its contract, unless the damage is caused in part by an intentional act or equivalent gross negligence on the part of Filtech.
- 13.5. Filtech is, however, always authorised to limit the buyer's damages as much as possible or to reverse them, to which end the buyer will provide every assistance.
- 13.6. The buyer is obligated to keep its damages and/or those of its members to a minimum or, where possible, to reverse them.
- 13.7. Filtech is never liable for indirect damages, including consequential loss, lost profit, missed savings and loss due to business interruption, except in the event of wilful intent or equivalent gross negligence on the part of Filtech.

Article 14: Indemnifications

- 14.1. The buyer will indemnify Filtech against third-party claims with regard to intellectual property rights to materials or information provided by the buyer which are used in the performance of the agreement.
- 14.2. The buyer will indemnify Filtech against third-party claims for damages in connection with or ensuing from the performance of this agreement by Filtech, if and in so far as Filtech is not liable towards the buyer under the provisions in Article 13.

Article 15: Force majeure

- 15.1. The parties are not obligated to meet any obligation if they are impeded by circumstances of which they are not culpable and for which they are not liable pursuant to the law, a juristic act or generally accepted practice.
- 15.2. In addition to how it is defined in the law or case law, the term force majeure as used in these general terms and conditions is understood to mean all external causes, foreseen or unforeseen, that are beyond Filtech's control and prevent Filtech from meeting its obligations, including strikes in Filtech's business.
- 15.3. In the event of force majeure, the buyer cannot claim any form of compensation.
- 15.4. If a case of force majeure leads to an agreed date or period being exceeded, the buyer will be entitled to terminate the agreement in question by means of a written statement. This termination does not extend to items already delivered; these must be paid for in accordance with Article 7 of these general terms and conditions.

Article 16: Applicable law and disputes

- 16.1. The court of Breda Filtech Nederland B.V. is solely authorised to take cognisance of disputes, unless mandatory provisions dictate otherwise. The court of Chambéry Filtech France S.A.R.L. is solely authorised to take cognisance of disputes, unless mandatory provisions dictate otherwise. The court of Mendrisio Filtech Swiss S.A. is solely authorised to take cognisance of disputes, unless mandatory provisions dictate otherwise.
- 16.2. All legal relationships between Filtech Nederland B.V. and the buyer to which these general terms and conditions apply are governed by Netherlands law. All legal relationships between Filtech France S.A.R.L. and the buyer to which these general terms and conditions apply are governed by French law. All legal relationships between Filtech Swiss S.A. and the buyer to which these general terms and conditions apply are governed by Swiss law. The Vienna Sales Convention is expressly excluded.

Article 17: Location

- 17.1. These conditions have been filed with the Brabant Chamber of Commerce for Filtech Nederland B.V., with the Chambéry Chamber of Commerce for Filtech France S.A.R.L., with the Registro di commercio del cantone Ticino for Filtech Swiss S.A. They can also be found on the Filtech website (http://www.filtech.eu/resource/Datasheets/GeneralTermsandConditions_en.pdf) and will be sent on demand free of charge.