

General Terms and Conditions

Intensiv-Filter Himenviro Technologies GmbH (IFHT)



§ 1 General/Scope

(1) Our deliveries and other services are provided exclusively in accordance with the following general terms and conditions. They apply to all - including future - contracts, deliveries and other services, etc., even without any further specific reference, unless they have been amended or excluded by mutual agreement in writing.

(2) Conflicting or deviating terms and conditions of the customer that IFHT does not expressly recognize are non-binding, even if IFHT does not expressly contradict them.

(3) The inclusion and interpretation of these General Terms and Conditions, as well as the conclusion and interpretation of legal transactions with the customer, are governed exclusively by the law of the Federal Republic of Germany. The application of the uniform law on the conclusion of international sales contracts for movable property under the UN Convention on Contracts for the International Sale of Goods is excluded.

(4) The ineffectiveness of individual provisions of this contract or its components does not affect the effectiveness of the remaining provisions. The contractual partners are obliged, within reason and in good faith, to replace an ineffective provision with an effective provision that is equivalent to its economic success, provided that this does not lead to a significant change in the content of the contract. The same applies if an issue requiring regulation is not expressly regulated.

(5) The place of performance for all obligations arising directly or indirectly from this contractual relationship, including the payment obligation, is the registered office of the seller, i.e. Velbert.

(6) At IFHT's discretion, the place of jurisdiction is the place of jurisdiction responsible for IFHT's registered office or an arbitration court in Düsseldorf, which arbitrates on the basis of the regulations of the IHK there. IFHT is obliged to exercise its right of choice prior to the process at the request of the purchaser. IFHT is also entitled to take legal action before a court that is responsible for the customer's registered office or branch.

§ 2 Offer, conclusion of contract, assembly

(1) Contract offers from IFHT are subject to change and non-binding. Declarations of acceptance and all orders require written or telex confirmation from IFHT to be legally valid. The same applies to additions, changes or additional agreements.

(2) The information, drawings, illustrations, technical data, weight, dimension and service descriptions contained in brochures, catalogs, circulars, advertisements, price lists or in the documents belonging to the offer are not guarantees of quality or durability. They are only binding if their exact compliance has been expressly agreed. IFHT reserves the right to make changes to these features even after an order confirmation has been sent, provided that these changes do not contradict either the order confirmation or the purchaser's specifications. The purchaser will also agree to any additional proposed changes from IFHT to the extent that these are reasonable for the purchaser.

(3) If new regulations come into force after the conclusion of the contract that deviate from the regulations in force when the contract was concluded, the additional costs resulting from this will be borne by the purchaser.

(4) Agreements or conclusions with representatives or travel engineers require express written confirmation by IFHT.

(5) If the assembly is carried out by Intensiv-Filter Himenviro, special assembly conditions apply, which also become part of the contract.

§ 3 Prices

(1) Prices are net ex works, excluding packaging and other shipping and transport costs. In addition to these prices, there is also the VAT applicable on the day of delivery at the respective statutory rate, as well as the costs for freight and the packaging necessary for proper shipping.

(2) IFHT reserves the right to make price changes, even for fixed prices, if the agreed delivery times are changed for reasons for which IFHT is not responsible. Possible price changes are based on increases in materials, wages and other additional costs.

(3) All additional fees or public charges that have not been agreed must generally be borne by the purchaser.

(4) The disposal of the packaging and the costs thereof are borne entirely by the purchaser. The same applies to the freight for returning the packaging material.

(5) If delivery is delayed at the request of the purchaser, all costs incurred and incurred as a result of the delay will be charged.

§ 4 Delivery and service time, delay in performance

(1) Delivery times are only approximate unless a fixed transaction has been agreed in writing or expressly. Agreed delivery times begin upon receipt of the

order confirmation and as soon as all details of the execution have been clarified. Compliance with the delivery and service deadlines requires the timely and proper fulfillment of the customer's contractual obligations, in particular the timely receipt of the documents and approvals to be obtained by the customer, including the approval of the construction drawings, as well as compliance with the agreed payment conditions. The delivery times will be extended appropriately if the purchaser fails to take the necessary or agreed cooperation actions. The exception of the unfulfilled contract remains reserved. Delivery times and delivery dates refer to the time of completion. They are deemed to have been met upon notification of readiness for dispatch.

(2) If regulations or legal provisions come into force during the construction period that deviate from the regulations or legal provisions in force when the contract was concluded, or if IFHT accepts subsequent requests for changes, the delivery time will be extended accordingly.

(3) In the event of force majeure and other unforeseeable, extraordinary circumstances for which IFHT is not responsible, such as operational disruptions due to fire, water and similar circumstances, failure of production facilities and machines, delivery deadlines exceeded or delivery failures from our suppliers as well as operational interruptions due to raw material, Lack of energy or labor, strikes, lockouts, difficulties in procuring means of transport, traffic disruptions, official interventions, IFHT is entitled - to the extent that IFHT is prevented from fulfilling its performance obligations in a timely manner due to the circumstances mentioned through no fault of its own - to extend the delivery or service for the duration of the hindrance plus a reasonable start-up time.

(4) If agreed delivery deadlines are exceeded due to circumstances for which IFHT is responsible, the purchaser can withdraw from the contract after a reasonable grace period set by him has expired without success. This only applies if deliveries were culpably not carried out within the grace period. Only when the grace period set expires due to IFHT's fault does IFHT fall into default. The withdrawal must be made in writing. Instead of withdrawing from the contract, the purchaser can demand compensation for non-performance if the delay was caused intentionally or through gross negligence by IFHT or its vicarious agents. In the event of negligence, the claim for damages is limited to the damage to be proven by the customer that was foreseeable at the time the contract was concluded, but to a maximum of 1% for each full week of delay, but to a maximum of 3% of the invoice value of the deliveries and services affected by the delay.

§ 5 Assumption of risk and transfer of risk

(1) IFHT has the right to name the freight forwarder or freight carrier to be commissioned by the customer, excluding any liability.

(2) Unless otherwise expressly agreed in writing between IFHT and the customer, delivery takes place at the customer's own risk and expense. The risk of accidental loss and accidental deterioration of the contractual delivery items passes to the purchaser in any case upon handover to the purchaser or his representative, but at the latest when the delivery item leaves IFHT. The same applies to deliveries that are freight-free or insured for transport by IFHT. If the customer wishes or causes the delivery item to leave the factory later, the risk passes to the customer from the day it is ready for dispatch. In such a case, IFHT is entitled to store the delivery item at the purchaser's expense and risk. Storage costs of at least 1% of the invoice amount are charged for each month.

(3) The purchaser is bound to the conditions of the shipping and insurance company used for shipping.

(4) In the event of transport damage, the purchaser must immediately arrange for an assessment of the facts of the case by the responsible authorities before accepting the delivery and notify IFHT immediately.

§ 6 Rights of the purchaser in the event of defects

(1) If the contract is a commercial transaction for both parties, the purchaser must report any obvious material defects, incorrect deliveries and deviations in quantity to IFHT in writing immediately, but no later than two weeks after receipt of the goods by the purchaser. Hidden defects must be reported in writing within one month. If the purchaser fails to provide this notification, the goods are deemed to have been approved. In this case, complaints about hidden defects are excluded and are considered late if they should have been reasonably recognizable. If a defect is reported late or not properly, the purchaser loses his warranty rights, unless the defect was fraudulently concealed by IFHT.

(2) Claims for defects are limited to subsequent performance; IFHT is only obliged, at its discretion, to repair the goods or to deliver defect-free goods. In principle, deficient services will be remedied by IFHT through improvement, unless this is unreasonable due to the scope and value of the contractual service. If supplementary performance fails three times, the customer has the right to demand a reduction in the remuneration or cancellation of the contract, at his discretion.

(3) IFHT assumes no warranty for the deliveries and services of upstream suppliers if they are commissioned to carry out orders at the request of the purchaser. In these cases, the purchaser is entitled to warranty claims directly

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against those mentioned above. IFHT will therefore assign warranty claims to the purchaser.

§ 7 Retention of title

(1) IFHT reserves ownership of the delivered goods until full payment has been made. The retention of title also applies until all, including future or conditional, claims arising from the business relationship between IFHT and the customer, regardless of the legal basis, have been fulfilled. This also applies if payments are made on specially designated claims.

(2) The purchaser is not authorized to transfer the goods as security or to pledge them, but is entitled to further sell the reserved goods in the normal course of business.

He hereby assigns the resulting claims against his business partners to IFHT. These claims serve to secure the claims of IFHT to the same extent as the reserved goods. If the reserved goods are sold by the purchaser together with other goods not delivered by IFHT, the assignment of claims against the third party only applies up to the amount of the invoice value of the reserved goods sold by us. We hereby accept the assignments.

(3) The purchaser is entitled to collect claims from the resale until revocation by IFHT, which is permissible at any time. IFHT will only make use of the right of withdrawal if the customer does not fulfill his payment obligations. At the request of IFHT, the purchaser is obliged to immediately inform his customers of the assignment of his claims to IFHT and to provide the information and documents necessary for collection.

(4) If the value of all securities existing for IFHT exceeds the existing claims by more than 25%, IFHT will release securities of the customer's choice at the request of the customer.

(5) If the retention of title or the assignment is not immediately effective under the law of the state in which the reserved goods are located, the security corresponding to the retention of title or the assignment in that state is deemed to have been agreed. The purchaser is obliged to cooperate in ordering the most comprehensive retention of title possible. He must take all measures necessary to establish and maintain these rights.

(6) If the delivery item is processed by the customer, the retention of title also extends to the entire new item. If the delivery item is processed with other items, IFHT acquires co-ownership of the new item.

The share of co-ownership is determined by the fraction that corresponds to the ratio of the value of the goods to the value of the other items.

§ 8 Payment conditions

(1) Unless another payment term has been agreed, IFHT's invoices are due immediately and payable without deductions.

(2) If the customer does not pay immediately, he will be in default. If the payment deadline is culpably exceeded, interest of 8% above the applicable base interest rate, plus statutory sales tax, will be charged, subject to the assertion of further claims.

(3) IFHT is entitled, even in the event of different provisions of the purchaser, to initially offset payments against the purchaser's older debts. In this case, the purchaser will be informed about the type of billing that has taken place. If costs and interest have already been incurred, IFHT is entitled to offset the payment first against the costs, then against the interest and finally against the main claim.

(4) A payment is only considered to have been made when IFHT can dispose of the amount. In the case of payment by check, payment is only deemed to have been made once it has been cashed.

(5) If the purchaser does not pay due invoices, exceeds an agreed payment deadline or if the purchaser's financial circumstances deteriorate after conclusion of the contract or if IFHT receives unfavorable information about the purchaser after conclusion of the contract that questions the purchaser's solvency or creditworthiness, IFHT is entitled to make the purchaser's entire remaining debt due. In this case, IFHT is also entitled, subject to modification of the agreements made, to demand advance payment or security or immediate payment after delivery of all claims based on the same legal relationship. This applies in particular if the purchaser stops making payments, a check from the purchaser is not cashed, a bill of exchange issued by the purchaser is not paid by the purchaser, insolvency proceedings have been applied for or opened against the purchaser's assets or insolvency proceedings have not been opened due to a lack of assets is.

§ 9 Construction drawings, production documents, information, data

(1) The customer assumes liability for ensuring that the use of submitted drawings does not infringe the rights of third parties.

(2) If the customer provides data, devices or supplies required for processing or production, these must be sent to IFHT free of charge. They are stored at the risk of the purchaser. IFHT has no obligation to insure these.

§ 10 Patents, copyrights

(1) Without the express written consent of IFHT, rights or claims against IFHT, in particular due to defects in goods delivered by IFHT or due to breaches of duty committed by IFHT, may not be transferred, in whole or in part, to third parties or pledged to third parties.

(2) If IFHT carries out tests based on drawings or using parts provided by the purchaser, the purchaser guarantees that the intellectual property rights of third parties are not violated.

(3) IFHT is entitled to copyright and, if applicable, industrial property rights to the systems and devices, drafts and drawings designed on its behalf.

(4) The purchaser guarantees that the reports, drawings, lists and calculations, in particular mass and cost calculations, produced as part of the order are only used for his own purposes.

§ 11 Limitation of liability and statute of limitations

(1) Liability of IFHT for damages or wasted expenses - regardless of the legal basis - only arises if the damage or wasted expenses are due to a grossly negligent or intentional breach of duty by IFHT or one of its vicarious agents. In particular, IFHT is not liable for the purchaser's lost profits and unforeseeable indirect consequential damages, unless the liability is based on an assurance intended to protect the purchaser against the risk of such damage.

(2) Claims of the customer against IFHT due to defects in goods delivered by IFHT or due to services provided by IFHT in breach of duty - including claims for damages and claims for reimbursement of wasted expenses - expire within six months after delivery of the contractually owed item or other service.