



## GENERAL CONDITIONS OF SALES AND SUPPLY OF FILTRAIR B.V.

### Article 1 General

These conditions, unless otherwise agreed to in written form, apply to all our concluded contracts of sale. The purchasing conditions of our clients are only part of a contract of sale, insofar as they are expressly agreed to in our order confirmation.

### Article 2 Quotations

Our quotations are all revocable and are offered without necessarily any engagement.

### Article 3 Tolerances

All brochures, technical data or any other specifications provided with our quotations, whether technical or otherwise are only binding, insofar these have been specifically mentioned in written form. Clients shall accept relatively minor deviations with regard to data in the published specifications or the client order specifications, among which are included physical properties, weight and/or thickness per m<sup>2</sup>, dimensions, color etc.; clients will accept deviations of samples shown, insofar such deviations are common in this trade and can be regarded as presenting no difficulties for the use of the goods concerned.

### Article 4 Prices

All our prices are, unless explicitly shown to the contrary in writing, quoted ex factory and excluding value-added taxes.

### Article 5 Delivery time and supply

Confirmed delivery dates are never binding. Exceeding the confirmed delivery dates does not give any right for a damage claim. Supply is considered to have taken place when the goods have been delivered by the transporter to the client, and proof of reception has been signed by the client.

### Article 6 Payment

Unless agreed otherwise in writing, all payments have to be remitted within 30 days after invoice date, without any deductions or account balancing in the account specified on the invoice.

Exceeding specified payment terms, determines the client to have legally defaulted in such cases, we retain the right without any formal declaration of default or judicial interventions necessary, to regard the contract as dissolved or to demand fulfillments, whereby the client is obliged to pay the interest. Cost involved based on the then legally ruling interest rates. All this without impeding any of our rights to reimbursement for damages and expenses.

All legal and non legal expenses incurred due the collections of amounts owing are chargeable to the client. The non-legal expenses are put at 15% of the principal amount or a part thereof, payable at the moment that the amount owing is presented to be collected, without the supplier necessarily having to prove that the above mentioned expenses have actually been paid out.

### Article 7 Cancellations

We have the right in case of non-payment, suspension of payment, bankruptcy or liquidations of the enterprise of the client as well as when the client, if requested, is unable or unwilling to provide security for payment, to cancel the contract or order to deliver, or any part of it that has not yet been delivered, without any necessary legal interference, without impeding our rights to reimbursement of damages incurred or expenses yet to be incurred.

### Article 8 Title

We retain title to the goods for as long as the client has not fulfilled all obligations under the contract of sale.

### Article 9 Claims/liabilities

Our liability towards the client is limited to the replacement of faulty materials, but only if the client has put in his claim not later than 10 days after receipt of goods, while providing for return of the materials to us of all goods concerned. All further liability, expressly for indirect or causal damage is excluded. The client holds us free from all claims of third parties above and beyond the heretofore mentioned liability.

### Article 10 Disagreements

All disagreements concerning this contract of sale and the general conditions herein will only be brought before the appointed court of supplier's domicile with the exclusion of all other courts, unless supplier chooses the court at the client domicile.