

General Terms and Conditions

1. The General Terms and Conditions apply to all legal relations with natural and legal entities under private and public law, as part of which atech innovations delivers goods or renders service. atech innovations gmbh does not accept any General Terms and Conditions that are contrary or do not conform to our General Terms and Conditions, even if there has been no objection to them in an individual case and/or there has been effected delivery with knowledge of them.
 - 1.1. Individual agreements with the purchaser, which deviate from these General Terms and Conditions, shall take precedence over these General Terms and Condition.
 - 1.2. Offers are subject to change with respect to price, lead time and delivery options.
 - 1.3. The Goods will remain the property of atech innovations gmbh until such time as all claims from the business relationship with the purchaser have been satisfied.
 2. Atech innovations gmbh is liable for damages/material defects in accordance with the following conditions:
 - a) The decisive date for the determining if the goods are in conformity with the contract is the date and time when the goods are handed over to the forwarder or carrier, in any case no later than the time when the goods leave the works or warehouse.
 - b) The purchaser shall have no right to make a complaint based on tolerances relating to dimensions, filtering area, diameter, pore diameter, quality etc. if these are customary in the trade.
 - c) In cases of doubt the pore diameter as determined by atech innovations gmbh shall prevail. Technical advice and recommendations given by atech innovations gmbh are based on appropriate examinations but do not belong to any contractual obligations.
 - d) In particular, the issue as to whether the Products ordered by the purchaser or proposed by atech innovations gmbh are suited for the application intended by the orderer shall be decided under the purchaser's exclusive responsibility. atech innovations gmbh herewith expressly denies any liability in this respect.
 - e) If there arise unforeseen increases in material prices, labour cost, costs for transport, taxes or rates atech innovations gmbh is entitled - even at fixed prices - to undertake a price-adjustment that corresponds to these factors. In this case there is no right to rescind.
- 2.1 The inspection and complaint obligations of the purchaser shall be subject to Section 377 of the German Commercial Code (Handelsgesetzbuch, HGB). This shall also apply to contracts for work and services. Such complaint obligation, however, shall expire not later than two weeks after receipt of the goods at their destination and the complaint shall be sent in writing - by telefax or e-mail shall suffice - to atech innovations gmbh. Should defects arise, any treatment and processing shall be ceased immediately. Provided that the complaint is justified and has been notified in good time the purchaser shall only be entitled to claim subsequent performance (curing the defect or supply of a defect-free item).
 - 2.2 It is expressly agreed that if subsequent performance fails the purchaser shall have the right to reduce the purchase price or rescind the contract, provided that the purchaser has granted to atech innovations gmbh an additional period of two weeks.
 - 2.3 If performance is partially defective the purchaser shall only have the right to rescind the contract as a whole if the purchaser has no interest in the partial performance.
 - 2.4. If after delivery the purchaser demands removal of a defect and until such defect has been removed the purchaser shall be entitled to refuse payment of the purchase price in the amount of three times the cost required to remove the defect. If the purchaser demands delivery of a defect-free item and until such defect-free item has been delivered the purchaser shall be entitled to refuse payment

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of the sum still due from him. These provisions shall apply mutatis mutandis for partial deliveries.

To the extent necessary, the purchaser shall assist in the preparation and execution of subsequent performance. In particular, the purchaser shall allow atech innovations gmbh to inspect the claimed defect and make available the goods, or samples of the goods, claimed to be defective.

- 2.4.1 The limitation period for claims based on material defects or other claims of the purchaser on the grounds of failure by the supplier to observe duties shall be limited to one year.

This shall not apply to the following claims where statutory limitation periods apply instead:

Claims of the purchaser under a guarantee furnished by atech innovations gmbh as to quality and condition;

Claims of the purchaser arising from injury to life, body or health that is attributable to the supplier (Section 309, no. 7 a of the German Civil Code (Bürgerliches Gesetzbuch, BGB));

Claims of the purchaser arising from a breach of duty attributable to atech innovations gmbh and caused by gross negligence pursuant to BGB Section 309, no. 7 b;

Claims of the purchaser arising from a breach of fundamental contractual obligations;

Claims of the purchaser arising from a material defect that is subject to the statutory limitation period of 5 years, pursuant to BGB Section 438, para. 1, no. 2 and/or BGB Section 634 a, para. 1, no. 2.

3. Delivery delays are decisive for the time of delivery ex works and shall only be binding if agreed upon in writing.

Unless otherwise agreed upon, any delivery delay shall start on the date of order confirmation, in any case no earlier than the date of receipt of the documentation to be furnished by the purchaser. If delivery delays are fixed by days this shall be deemed to mean customary working days at atech innovations gmbh. Unless otherwise agreed upon, any delivery delay shall only start when the documentation to be furnished by the purchaser has been received by atech

innovations gmbh. If the purchaser is obliged to make an advance payment after conclusion of the contract and prior to delivery of the goods the delivery delay shall start on the date of receipt of payment.

4. Upon transfer of the goods to the purchaser or upon delivery of the goods by the forwarding agent, carrier or other person or institution instructed with carrying out the shipment, provided that shipment by atech innovations gmbh has been agreed upon with the purchaser, the risk will pass to the purchaser. If the purchaser is obliged to collect the goods the risk shall pass to the purchaser upon expiry of the fourth working day after receipt of the written notification from the supplier of readiness for dispatch.

- 4.1. If goods are taken back due to reasons that are not attributable to atech innovations gmbh any risk shall be borne by the purchaser until receipt of the goods by atech innovations gmbh.

5. Unless otherwise agreed upon below, any claims for damages by the purchaser shall be excluded.

This exclusion of liability shall not apply to claims for damages arising out of injury to life, body or health, provided that the breach of duty is attributable to atech innovations gmbh, nor to compensation for other damages caused by an intentional or grossly negligent breach of duty by the supplier. Any breach of duty by a legal representative or vicarious agent of atech innovations gmbh shall be deemed equal to any such breach of duty by the supplier himself.

Further, this exclusion of liability shall not apply to any damage caused by a breach of a fundamental contractual obligation. If atech innovations gmbh has negligently breached any fundamental contractual obligation his liability for damages shall be limited to damages that are foreseeable and typical for the kind of the specific contract, provided, however, that the breach of duty has not been caused by gross negligence. Any breach of duty by a legal representative or vicarious agent of atech innovations gmbh shall be

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deemed equal to any such breach of duty by atech innovations gmbh himself.

6. The purchaser shall not be entitled to withhold any payment or set off any counterclaims unless these have been acknowledged in writing or have been established by a final judgment.
- 6.1 atech innovations gmbh shall be entitled to credit payments made by the purchaser against the oldest claim due from the purchaser.
7. atech innovations gmbh and the purchaser agree that the goods will not be sold to consumers and/or will only be sold to companies that do not supply consumers.
8. The place of performance for all mutual obligations arising out of or in connection with this agreement shall be Gladbeck.

8.1 The place of jurisdiction at the option of atech innovations gmbh shall be Gladbeck/Essen; in case of actions arising out of cheques and/or bills of exchange the place of jurisdiction may also be the domicile provided that the parties to the contract are merchants, legal entities under public law or special funds under public law.

8.2 German law shall apply.

As per May 2020