

Terms of Sale, Delivery and Payment
of
WOKU-Filtermedien GmbH & Co. KG
BLF Bad Lauchstädter Filtermedien GmbH & Co. KG
WOKU BALTICA Bendra Lietuvos-Vokietijos UAB

- I. Applicability / General
 1. The following terms of sale, delivery and payment shall apply as a supplement to applicable law and form the basis for all business transactions with us or our enterprise.
 2. Alternative provisions used by the Buyer are regarded as binding only if they are expressly confirmed in writing by the Contractor.
 3. These provisions apply solely to enterprises in terms of §14 BGB as well as to corporate bodies of public law or separate estates governed by public law.
 4. The following provisions apply to all our deliveries and services. They are also valid for all future contracts without explicitly renewed agreement.
 5. Supplementary agreements have to be agreed on in writing. Any confirmation or other assertions are only regarded as binding if they have been given in writing by our party, or a person who has been empowered to act as our representative.
- II. Offers
 1. Any of our offers are regarded as binding for us if they have been accepted within two months or within the period set by our party. A commission only becomes binding once it had been accepted and confirmed in writing by our party.
 2. Nonessential deviations from the documentation provided with the offer (including samples and models), or modifications of the item to be delivered because of technical developments do not substantiate opposing claims.
- III. Delivery
 1. Our own written confirmation of the order is authoritative for the volume of the delivery only. We retain the right to make part deliveries in such cases when no other arrangements for delivery by instalments have been made in the contract or if the Buyer has not supplied any information about the desired delivery instalments within 3 weeks after our confirmation or on request in writing from our party.
 2. The date for delivery set by our party refers to the date the goods leave our plant (ex works). Delivery periods and dates are only binding if we have explicitly confirmed this in writing. Period of delivery is regarded as complied with if the goods have either left the plant by this time or if the Buyer has been informed that the goods are at his disposition.
 3. Production-determined surplus or short deliveries up to 10% of the amount ordered are acceptable. Minimal deviations of the usual tolerances for the delivered goods do not entitle the Buyer to refuse the delivery.
 4. Force majeure, interruption of operations and similar unpredictable circumstances that are not within our control discharge our party from delivery dates for as long as influences thereof disrupt our operations. We will inform the Buyer of any such interruptions and the presumed period of interruption. The Buyer is not entitled to cancel the contract in such cases and/or demand damages.
 5. If the period for delivery is not kept, the Buyer is obliged to grant a suitable additional period of no less than three weeks. If the period for delivery including the extra period is not kept to, our party is liable exclusively for the invoice value of the goods which were not delivered during said period, to a maximum of the negative interest.
 6. Compliance with the period of delivery presupposes conformance of contractual clauses on the side of the Buyer. In such cases as an action from the Buyer is a necessary prerequisite for the realisation of the order or the delivery, the period of delivery commences once this action is fully completed by the Buyer. We are only liable to the Buyer for possible damages because of delay if gross negligence or deliberate acts can be detected on our side as the cause of this delay.
 7. If the Buyer delays the acceptance procedure of the goods, we are entitled to set a suitable period for acceptance. Once this period has passed without acceptance, we are entitled to put the goods to another use and make deliveries to the Buyer within a suitable extended period.
 8. The product range of WOKU Filtermedien GmbH & Co. KG / BLF Bad Lauchstädter Filtermedien GmbH & Co. KG / WOKU BALTICA Bendra-Vokietijos UAB Lietuvos includes a variety of variable-purpose products. The customer / buyer, who is pharmaceutical, food or feed producer has to specify the purpose in its inquiry / order if the ordered products are product contact products. The goods supplied for that purpose are tested by the vendor with the latest technology. WOKU Filtermedien GmbH & Co. KG / BLF Bad Lauchstädter Filtermedien GmbH & Co. KG / WOKU BALTICA Bendra-Vokietijos UAB Lietuvos test its products in range usually made in line of business or in the context of the specific internal quality control. WOKU Filter Media GmbH & Co. KG / BLF Bad Lauchstädter Filtermedien GmbH & Co. KG / WOKU BALTICA Bendra-Vokietijos UAB Lietuvos however can not guarantee for each individual case that the requirements of article 16, paragraph 1 of regulation (EC) No. 1935 / 2004, Article 9 in conjunction with Annex VI a) directive (EC) 2002/72 and § 10 maintained in connection with Annex 12 German Bedarfsgegenständeverordnung BedGgStV are met. If additional tests or certificates are requested by the customer / buyer, these tests must be explicitly requested and paid separately by the customer / buyer.
- IV. Shipment, Passing of Risk
 1. Deliveries are made ex works. In case of insufficient instructions from the Buyer, it is within our discretionary power to decide on the shipment. Protection and assertion of claims in case of transport damages is incumbent upon the Buyer.
 2. Risk passes to the Buyer as soon as the goods leave our plant, also in case of a delivery instalment or if we have taken on other services, such as the costs of shipment. We are entitled and, on written instruction of the Buyer, obliged to ensure the shipment for an amount according to custom and usage at the expense of the Buyer.
 3. If the Buyer has been informed that goods are ready for shipment, he is obliged to collect these goods immediately. If this should not be the case we are entitled to store the goods at the expense and the risk of the Buyer and charge for them as delivered ex works. In such cases as the goods are not collected within 30 days after we have informed the Buyer of the readiness for shipment in writing, we may set an additional period of 10 days that the Buyer is informed of in writing. As long as this request contains an appropriate note, we are entitled to cancel the contract after the extended period is over or to demand damages.
 4. If shipment is delayed because of circumstances within the Buyer's responsibility, risk passes to the Buyer on the day the goods are ready for shipment. Any costs incurred because of the delay (especially storage costs) have to be paid by the Buyer.
- V. Price, Payment
 1. Minimum orders start at 200.00 EUR (net).
 2. Prices are binding only in such cases as they have been confirmed in writing by our party and if the underlying information for the orders remain unchanged. Our quoted prices are ex works (if not indicated otherwise), plus packaging, shipment, possible insurance and purchase tax valid at the time of delivery. They are only valid for any one order. We do not take back packaging materials.
 3. The Buyer will be charged for any modifications on the goods to be delivered, on the order or the order data on the Buyer's demand after the order has been accepted.
 4. Design drawings, tools, models and similar preparatory work prompted by the Buyer will be charged in full if the order is not placed or not placed to its full extent.
 5. As far as we have quoted prices and additional charges in German and a foreign currency, the price quoted in EURO is the only authoritative price in case the exchange rate has changed. This is also the case if only the final price of the invoice was quoted in German and a foreign currency.
 6. Bills are payable:
 - within 10 days from date of invoice with a 2% cash discount
 - within 30 days from date of invoice (net).There is no further claim for cash discounts, rebates or bonuses. If we have arranged for special conditions for payment, the claim for cash discounts becomes invalid in case the payments are not handled according to these conditions.
 7. Payments may only be made to us according to our instructions on the invoices. Our representatives are only allowed to collect payments on special written authorisation. Any payment made by bill of exchange has to be approved of by our party in advance. Cheques and bills of exchange are only accepted as payment. Costs for bill discounts and collection are at the Buyer's expense.
 8. All payments are used to pay the oldest accounts payable or to pay for possible interest on arrears and like costs.
 9. The Buyer is in arrears as soon as the period for payment is over. A reminder is not necessary. Subject to the provisions made for additional damages, we will charge interest on arrears of 8% above the basic interest. If the Buyer is in arrears for the total or a part of a payment, or if facts are made known signing the contract which in our point of view make it difficult to allow for a credit in the amount of the order, or which indicate a significant decrease in the pecuniary circumstances of the Buyer, we are entitled to demand immediate payment of all unpaid bills – including ones that are not yet due – and to demand advance payments for all outstanding deliveries. The Buyer may avert this claim by

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supplying satisfactory securities. We are not obliged to execute further deliveries before either payment or security has been received by our party. In addition, we retain the right to cancel the contract without any period or extended period of waiting. Claims for damages on the part of the Buyer because of such cancelled contracts are excluded.

10. Withholding payment or balancing costs out against each other is not admissible unless there is an uncontested or legally binding opposing claim on the side of the Buyer.

VI. Liability for Defects

1. We are liable for any defects in our deliveries for 1 year after passing of risk.
2. The condition of the goods at the time of leaving our works is relevant in order to determine a defect.
3. Complaints about incomplete deliveries or defective goods from a Buyer who is a trader in terms of the German commercial legal code (HGB) have to be filed immediately in terms of §377 HGB, for perceptible defects this period may last a maximum of 8 days after the goods have arrived at their destination. Complaints shall be made to us in writing. For hidden defects, this period shall commence from the point of time the defect was detected or could have been detected if the goods were inspected carefully. The burden of proof shall lie with the Buyer. After the period of time for complaints is passed, no further notice of defects shall be valid.
4. Any liability for defects for minimal usual commercial or unavoidable modifications in terms of quality, measurements, equipment or weight as well as for other minimal defects which do not interfere with the value, use or utility of the goods in any major way is hereby excluded. This is also valid for typical wearing parts. The same holds true if the Buyer himself has modified the goods.
5. We are entitled to either repair goods because of justified complaints or to deliver appropriate non-defective goods within a reasonable period of time after the criticised goods have been returned to us. We shall also be entitled to execute repairs on location within 4 weeks after the complaint has been received. Only if such a period for repairs or for a new delivery (minimum of 3 weeks) granted by the Buyer has passed or in such cases as this period does not have to be granted because of legal provisions (especially in case the repairs are to no avail), the buyer shall be entitled to claim for a depreciation or cancel the contract.
6. Claims for damages are excluded, with the proviso of the conditions mentioned in this paragraph as long as they are founded on the violation of a non-essential part of the contract. In case of purely negligent violation of an essential clause of the contract, our liability is limited to the foreseeable damage typical for such contracts, with a maximum amount of the quid pro quo. Our own fault is equal to that of our legal representatives.
7. All further claims of the Buyer to be reimbursed for damages of any kind are excluded. This includes damages not incurred on the goods themselves (consecutive damage).
8. Exclusion and limitation of liability do not apply in case of information about defects fraudulently withheld or in case of warranty for any warranty accepted for quality or wear-resistance in terms of §443 BGB (German legal code). They do not apply in case of intent or gross negligence on our executive bodies, the owners or one of our executives or representatives. Furthermore, they do not apply to damages to life, body or health which result from intentional or grossly negligent violation of our duties or an intentional or grossly negligent violation of the duties on the part of our legal and executive representatives as well as for damages with have to be compensated according to the laws on product liability.

VII. Retention of Title

We shall retain the title to any goods delivered or to be delivered by us, until all claims, including future ones, have been settled in full. This retention of title remains valid if parts of claims from our side are included in a current invoice, and the balance has been struck and accepted. The Buyer is entitled to process and sell the goods under the following conditions:

- a) By processing proviso goods, the Buyer shall not gain property to the new goods in terms of §950 BGB, on the contrary, any processing shall in such case be done by the Buyer for us.
- b) If the proviso goods are processed together with other items that are not the property of either our party or the Buyer, we gain joint ownership to the new goods in relation to the proviso good value to the other processed foreign items.
- c) By accepting these conditions, the Buyer cedes to our party any claims from the sale of proviso goods even in so far as these goods are processed further.
- d) We will not collect these claims as long as the Buyer meets his payment obligations. On our demand, the Buyer will name garnishees and inform them of ceded claims. The Buyer is entitled to collect claims himself as long as we do not ask him to do otherwise. Amounts received to settle ceded claims shall be placed into a separate account until transferred to our party.
- e) Pledging or cession by security of proviso goods or ceded claims are not permissible.
- f) If the value of the security is 25% higher than the claim it is given for, we will release any deliveries paid for in full according to our judgement.
- g) Third party access (such as pledges or other seizures) to proviso goods or ceded claims shall be made known to us together with the documentation and information necessary for us to assert our rights. The Buyer shall take measures to provisionally retain our rights. The same is true in case of a fundamental depreciation or destruction of proviso goods or ceded claims – in such case, we already assert the right to have current or future claims against insurance ceded to us – as well as in case the Buyer ceases payment. The Buyer shall then be obliged to immediately issue us a list of remaining proviso goods, also processed goods, and a list of ceded claims to garnishees plus copies of invoices.

VIII. Property Rights

1. In respect of third-party commercial property rights, acceptance and processing of orders are executed at the sole risk and liability of the Buyer. The Buyer is responsible for open items, especially with respect to the violation of third-party commercial property rights by use of drawings, patterns, descriptions and similar models supplied by the Buyer. If such rights should be violated, the Buyer has to compensate our party for any damages incurred thereby including non-incurred gains. Moreover, we shall be free of all losses and penalties incurred because of such violations at the time or in future.
2. We retain property and copyrights to all estimates of cost, drawings and other documents. Third parties may not access this information without our prior permission. On demand, such documentation shall be returned to us.
3. The property and copyrights for all plans and other technical documentation created by our party is not touched upon, even if we supply this information to the Buyer within the contractual conditions. Plans and technical documentation may not be accessed by a third party. If we wish, even without giving reasons, such documentation shall be returned to us immediately. The same holds true for information about construction or other data in excess of the usual manual information.

IX. Final Provisions

1. Place of execution for all services from both parties and court of jurisdiction for any claims from either party (including claims referring to bills of exchange or cheques) is our company's registered office.
2. Only German law is applicable.
3. If individual conditions shall remain inoperative, this does not interfere with the effectiveness of other conditions. The inoperative condition shall be replaced by another effective one that is equal to the inoperative condition or comes closest to the original content and intent of said condition.
4. All declarations referring to the effectiveness of the contract shall be made in writing and explicitly refer to the contract. This is true in particular with respect to the condition of the necessary form of writing.

As of December 2010