

General Terms and Conditions of Sale and Rental of Mobile Filter Units

1. Generally

These Conditions are valid for all sales and rentals of mobile filter units by Jacobi Carbons GmbH, inclusive the required activated carbon, as far as our offers, order acknowledgements or contracts do not contain other or additional conditions. For deviating conditions of the buyer or tenant agreement on the contract terms must be achieved before commencement.

2. Standards and Norms

For the technical design of the mobile filter units the standards and norms valid in Germany apply, unless expressly agreed otherwise. Changes in the mobile filter units, provided they represent technical improvements and are cost neutral, can be made by us at any time after notice. For the intended task the mobile filter units are equipped with suitable activated carbon quality selected by us. For the proper function of the mobile filter units it is a prerequisite that only the activated carbon selected by us is used.

3. Intellectual Property

Nature, design and technical function of the mobile filter units are part of the intellectual property of Jacobi Carbons GmbH, which is provided to the customer under an agreement for sale or rental of mobile filter units. These technical details and contents of the contract may not be made available to third parties without the express written permission of Jacobi Carbons GmbH and are subject to confidentiality.

4. Areas of Application

The mobile filter units are available for treatment of liquids and gases. To select filter type, filter size and the activated carbon the customer specifies nature and technical specification of the medium to be treated. The customer ensures the uniformity of the input material.

5. Site

The customer is responsible for the suitability of the site for the filter installation including preparations for the foundation, terrain measures and inlet and outlet connections for the medium to be treated. For that purpose he receives filter data like dimensions, weights and other necessary indications.

6. Permits

Should the operation of the mobile filter units require special authorization or other approvals at the customer's site they will be provided by the customer. The customer also takes care of electrical connections necessary for the operation of the mobile filter units and also of supply and outlet connections for additives, which may possibly be needed in addition.

7. Entering Permission

For erection and assembly of the mobile filter units as well as for possibly agreed additional services the customer gives permission for entering the premises and for free access to the mobile filter units during normal business hours.

8. **Property Rights Rental**
During rental of mobile filter units the property remains with Jacobi Carbons GmbH. The tenant is obliged to keep away from the mobile filter units any damage (self-inflicted or caused by third parties) or any impairment of use and to provide adequate insurance coverage. On request the coverage has to be disclosed to the lessor. The tenant is responsible directly in any case. The tenant is only released from this responsibility when the mobile filter units are returned to Jacobi Carbons GmbH unscathed. Fair wear and rear are excluded.
9. **Property Rights Sales**
When selling the mobile filter units the property passes to the customer upon full payment of the purchasing price. This also applies in case of rent to buy.
10. **Delivery Time**
Information about delivery times apply from the contract signature or from the date of order confirmation. In case of delay of delivery or performance period the buyer will set a reasonable time of grace. In exceptional circumstances such as force majeure, strike or natural disasters that make compliance with promised delivery times impossible, the delivery time shall be extended accordingly.
11. **Maintenance**
To maintain the functionality and for the intended use the mobile filter units need regular maintenance. Rented objects should only be serviced by technicians of Jacobi Carbons GmbH. Appropriate checks will be carried out. Recognized faults unless they are caused by improper operation of the customer or are caused by external influences will be eliminated by Jacobi Carbons GmbH under an applicable warranty period.
12. **Warranty**
Jacobi Carbons provides the services related to rental and sale of mobile filter units according to recognized principles of technology and ensures trouble-free and flawless quality. If any faults or defects are detected, Jacobi Carbons GmbH accepts their removal to the exclusion of any other claims or rights of the customer, provided that such defects or damages are notified immediately after identification, not later than 12 months after commissioning or handover of the mobile filter units. If the commissioning of the plant is delayed for reasons outside of the responsibility of Jacobi Carbons GmbH, the duration of the warranty begins with the notification of the readiness for dispatch. The use of third parties for repair and maintenance work at a sold object releases Jacobi Carbons from any warranty.
13. **Liability**
Jacobi Carbons GmbH is liable under a public liability insurance for damage caused through the fault of Jacobi Carbons GmbH or if serious intent or gross breach of duty by Jacobi Carbons GmbH or their vicarious agents can be proved. The amount of liability insurance is limited and can be posted on request.
14. **Disclaimer**
Jacobi Carbons GmbH is not liable for defects, damage or insufficient function of the mobile filter units when specification or other parameters like temperature, concentration, volume or ingredients of the medium to be treated have changed. This also applies to improper integration of the mobile filter units into existing plant systems or in the production process of the customer.

Moreover Jacobi Carbons GmbH shall not be liable for defects or damages due to improper use of the mobile filter units or if they are caused by failure to maintain respectively repair. A material warranty for usage-based wear parts is excluded. Use-related wear parts have to be replaced by proper maintenance of Jacobi Carbons GmbH and the tenant bears the resulting costs. Jacobi Carbons GmbH is not liable in any case and for whatever legal reason for replacement of property damage, indirect or consequential damages, loss of use, loss of production, plant shutdown, capital or utility costs, loss of profits, etc.

15. Prices, Pricing

In principle the agreed prices for rental or sale of mobile filter units as well as for separate supplies of the required activated carbon are valid ex works, net without deductions, unless otherwise agreed in writing. They are valid including packing safe for transport, but exclusive VAT. For deliveries ex works the customer is responsible for the conclusion of a transport insurance. In case of late payment Jacobi Carbons is entitled to charge default interest. Only upon prior agreement of Jacobi Carbons GmbH in writing a set-off of claims against counterclaims of the same company group is permitted.

16. Legal Basis

The contractual relationship is subject to German Law, place of performance and jurisdiction is Frankfurt am Main.

Jacobi Carbons GmbH – State of August 2014