

GENERAL REFERNCES TO DUTY OF COOPERATION

1. The customer is aware of the fact that our sintered products show porous characteristics, i. e. physical and chemical characteristics of sintered products differ from those that are produced from smelting metallurgical resp. regulinic material and therefore need to be scrutinised for their suitability of the specific application intended. Suitability for a specific application as well as resistance and durability of our filter products depend on a multitude of various criteria. Among these are in particular operating temperature, internal and external pressure load, kind of gaseous and fluid media, its viscosity and density as well as shape, size, concentration and characteristics of the particles to be precipitated, characteristics and concentration of cleaning fluids.

resp. which could have been prevented if the duty of cooperation had been complied with. In this respect the customer will entirely indemnify and hold us harmless from any claims of third parties.
2. The customer is obligated to co-operate. For this purpose already within the initial course of contract negotiations the customer needs to provide us a clear and comprehensive description of the intended use of our filter products considering the criteria as mentioned under Section (1.) sentence 4. In addition, particular reference needs to be made in case of application of our filters products in power plants, aeroplanes, satellites, missiles or other flying objects, in motorsport equipment as well as in products of medical and pharmaceutical technology. The same applies to a possible use of the products with regard to potentially problematic substances such as in particular acids and bases and its salts, substances causing a degradation of standard electrode potential of the filter material, mixed gases with a high proportion of water and residues from combustion of organic matters.
3. The customer is obligated to provide us with all relevant information to adhere to export regulations and to support us in obtaining the necessary export and/or shipment approval.
4. If sufficient information about the intended use of the products is not given to us by the customer pursuant to Section (2.) we assume that comprehensive testing of the requested product without problems has already been done by the customer and that our filter products are not used within the meaning of Sections (2.) sentences 3 and 4.
5. The customer is obligated to immediately inform us about possible amendments and supplements to the information originally given to us pursuant to Section (1.) sentence 4 and (2.) sentences 2 to 4.
6. Notification and information pursuant to Sections (2.) and (4.) should be made in writing, by facsimile or by e-mail.
7. In case of a missing resp. limited suitability of our filter products for its actual use deviating from the product use communicated to us or in case of damage to our filter products or to other goods of the customer or of third parties, claims of the customer are excluded inasmuch as such problems originate from non-adherence of the aforementioned duty of cooperation on the part of the customer
8. If the customer seeks to impose additional or different terms on us, in particular but not limited to customer's terms and conditions of purchase, warranty agreements, quality agreements and/or possible guarantees, they will not form part of the contract, and are excluded and rejected by us and shall only apply to the business relationship between us and the customer if or only to the extent we have them separately accepted in writing on a case by case basis.