

# General Terms and Conditions

(Conditions of Use)

## Barten GmbH

Friedrich-List-Allee 30, 41844 Wegberg

For the justified legal relationship between Barten GmbH and its customers, only the following terms and conditions in the respective version apply at the time of the order. Different terms and conditions of the customer will be rejected.

### § 1 Subject of the contract

Barten GmbH cleans soot filters, soot particle filters, particulate filters, diesel particulate filters (DPF) and catalytic converters for cars, vans, trucks, buses, combined heat and power plants (CHP), forklifts and construction and industrial machines.

The Barten GmbH cleans clogged particulate filters in the customer order and sends them back to the customer in a cleaned state.

### § 2 Condition for cleaning

A condition for a cleaning is that the diesel particle filter (DPF) is technically functional. This means, the ceramic insert must not be cracked or cracked and the filter must not have deep bumps, holes, or perforations. In addition, all pressure and temperature sensors, hoses, holders, clamps, blasting plates and other attachments must be removed. No liability is assumed for undamaged, defective or lost attachments. This applies in particular to attachments which must be removed/disassembled by Barten GmbH so that cleaning can take place.

Barten GmbH advises against any self-cleaning experiment. The customer is obliged to inform Barten GmbH on the order form truthfully about any self-cleaning attempts or treatments with chemical additives, as in these cases a different cleaning procedure has to be used. In addition, we can not assume any liability / warranty for chemically pretreated filters, because a check of the filter ceramic inside the filter is not possible.

### § 3 Removal and installation

The removal and installation of a soot particle filter is complex and should be carried out in a workshop. After the installation of the cleaned filter the sensors must be checked for functionality.

In addition, the engine electronics must be reset with regard to the soot particle filter, the cleaned filter must be installed like a "new filter". A simple deletion of the fault in the fault memory is not sufficient and can result in the diesel particulate filter causing errors again after a short time and necessitating a renewed cleaning.

If the customer carries out the removal and installation himself, Barten GmbH cannot assume any guarantee or liability for the functionality of the cleaned filter and/or consequential damage of any kind.

The installation instructions enclosed with the return must be observed and followed!

### § 4 Shipment and return transport

The costs for sending and commissioning a parcel service for the filter to be cleaned shall be borne by the customer.

At the customer's request, Barten GmbH can organise the collection of the filter to be cleaned via a parcel service. The filter must be sufficiently packed. The costs for the collection will be charged to the customer.

The return transport will be processed to the customer or to a specified alternative delivery address. The costs for express delivery are already included in the cleaning price and apply to shipping within Germany. Other shipping options are indicated in the order form and must be ticked by the customer accordingly. Additional costs will be charged to the customer. Shipping abroad is done in standard shipping. Cost on request.

All packages are standard by the parcel service provider (here: DPD, UPS) with max. 520 € insured. In addition, we have concluded an additional package insurance for our customers to cover transport damage. The Barten GmbH assumes no liability for damage in transit and consequential damage to goods, delay damage, loss of profit, pure financial loss and other indirect damage of any kind!

### § 5 order form

The Barten GmbH cleans after customer order, which must be enclosed in writing in the original of the consignment. The current order form can be found on the Barten GmbH website. By signing the order form the general terms and conditions and DSGVO are noted and accepted by the customer!

### § 6 Quality control

The loaded soot particle filters provided by the customers are subjected to a quality control by Barten GmbH upon receipt. For this purpose, a visual inspection is first carried out for visible damage, in particular for dismantling damage, oiling or other damage. All measured data (counterpressure/weight) before and after cleaning are recorded in a test report. The customer will receive a copy of the test report when returning the cleaned filter.

Should the filter be damaged and thus not be cleanable, Barten GmbH will inform the customer and return the damaged and uncleaned soot filter.

### § 7 Payment and due date

The costs for cleaning a diesel particulate filter are shown in the order form. The indicated cleaning price applies to all car models. Prices for other filters u.a. Trucks will be communicated on request.

After receipt and inspection of the filter, the customer receives an e-mail about the receipt of the filter with the invoice for the cleaning service. The payment of the cleaning price is due immediately without deduction. Cleaned filters will only be returned to the customer after receipt of payment or after the receipt of payment.

### § 8 Cleaning and cleaning duration

The diesel particulate filter goes through several cleaning processes. The soot and ash residues are removed from approx. 98% of the filter. In the process developed and applied by Barten GmbH, the filters are treated in such a way that neither the ceramic nor the housing are attacked.

The cleaning time depends on the degree of contamination of the filter. Barten GmbH generally needs approx. 1-3 working days for cleaning (Monday to Friday, without delivery and return shipment). In addition there are the shipping times, so that the customer has to do without the vehicle for about one week.

### § 9 Documents provided

We reserve all proprietary rights and copyrights to all documents handed over to the customer in connection with the cleaning of soot filters, such as order form, test report, installation instructions, etc.. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so.

### § 10 Warranty, Disclaimer of Warranty and Liability

The filters cleaned by Barten GmbH are cleaned as long and as often as necessary, until they are freed of approx. 98% of the soot and ash residues and reach the measured values of a new filter. Exceptions to this are filters which have been pre-treated with chemicals or by self-cleaning tests.

Should Barten GmbH not receive the customer filter cleaned for any reason, the prepaid cleaning price will be refunded to the customer!

Barten GmbH does not guarantee the functionality of cleaned filters in the event of improper installation (self-installation), the non-cleaning of an existing catalyst, chemical pretreatment, chip tuning or self-cleaning tests! Likewise, no guarantee is given for the functionality of cleaned filters if they should not work due to defective attachments (installation instructions!) And a reset of the engine electronics is therefore not possible. In these cases there will be no refund of the cleaning price. Barten GmbH assumes no liability for damage / consequential damage of any kind!

Barten GmbH does not assume any liability/warranty or guarantee for the functional capability of the cleaned filters after the cleaning of the filters handed over. Barten GmbH only guarantees that the filters have been cleaned to approx. 98%. A guarantee on the durability of the cleaned filters is not given. In addition, no liability is assumed for defective filters or filters that cannot be cleaned. Liability is also excluded for damage of any kind, in particular due to improper removal and installation of the filters and/or the associated damage to machines or vehicles.

Claims for damages by the customer are excluded unless otherwise specified below. The above exclusion of liability shall also apply in favour of the legal representatives and vicarious agents of Barten GmbH if the customer asserts claims against them. Also excluded from the exclusion of liability is liability for damages which are based on an intentional or grossly negligent breach of duty by Barten GmbH, its legal representatives or vicarious agents.

### § 11 Basic Data Protection Ordinance (DSGVO)

The regulations of the DSGVO are observed and implemented. These can be viewed on our website under "Data protection".

### § 12 Choice of law and place of court

The contractual relations between the customer and Barten GmbH shall be governed by the laws of the Federal Republic of Germany. The mandatory consumer protection regulations of the country in which the customer has his habitual residence are excluded from this choice of law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

The place of jurisdiction for all disputes arising from the contractual relationship between the customer and Barten GmbH shall be the registered office of Barten GmbH, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

### § 13 Severability clause

Should individual provisions of these general provisions be or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to replace the ineffective provision with such legally permissible provision that comes closest to the economic purpose of the invalid provision or fills in this gap.