

**General Terms and Conditions**  
(Conditions of Use)

**Barten GmbH**  
Friedrich-List-Allee 30, 41844 Wegberg

The following General Terms and Conditions, in the version valid at the time of the order, apply exclusively to the legal relationship between Barten GmbH and its customers. Any deviating general terms and conditions of the customer are rejected.

**§1 Subject matter of the contract**

Barten GmbH cleans soot filters, soot particle filters, particle filters, diesel particle filters (DPF), catalytic converters, cartridges/inserts for cars, vans, trucks, buses, combined heat and power plants (CHP), forklift trucks and construction and industrial machinery for all types of fuel. The various filter types are referred to below as 'filters' for short. Cleaning and return shipping are carried out on behalf of the customer.

**§2 Prerequisite for cleaning**

A prerequisite for cleaning is that the filters are in perfect technical condition. This means that the ceramic insert must not be broken or cracked and the housings must not have any deep dents, holes or rust holes. In addition, all pressure and temperature sensors, hoses, brackets, clamps, baffle plates, heat shields and other attachments must be removed. No liability is accepted for attachments that have not been removed, are defective or have been lost. This applies in particular to attachments that have to be removed/dismantled by Barten GmbH in order for cleaning to take place. Additional costs will be charged for the removal of attachments in accordance with the order form. Barten GmbH advises against any attempts at self-cleaning. The customer is obliged to truthfully inform Barten GmbH on the order form about any self-cleaning attempts or treatments with chemical additives that may have been carried out. We accept no liability/warranty for chemically pre-treated filters, as it is not possible to check the filter ceramic inside the filter.

**§3 Removal and installation**

Removal and installation is complex and should be carried out in a motor vehicle workshop, as the sensors must be checked for functionality after the cleaned filter has been installed. In addition, the engine electronics must be reset with regard to the particulate filter, i.e. the cleaned filter must be installed as a 'new filter'. Simply deleting the error from the error memory is not sufficient and may result in the diesel particulate filter causing errors again after a short time, making renewed cleaning necessary. If the customer carries out the removal and installation themselves, Barten GmbH cannot accept any guarantee/liability for the functionality of the cleaned filter and/or consequential damage of any kind. The installation instructions enclosed with the return shipment must be observed and followed!

**§4 Delivery, collection and return transport of parcels**

Upon customer request, Barten GmbH can arrange/organise parcel collection (return) via a parcel service provider. The delivery or return of a parcel is carried out on behalf of and at the expense of the customer. The filter must be adequately packaged for this purpose. The costs for parcel collection will be charged to the customer additionally. Additional costs for inadequately packaged or large parcels can be determined using the belt size calculator in the order form and will be charged to the customer additionally. Barten GmbH will arrange for the return transport to the customer or to a delivery address specified by the customer on behalf of the customer. The costs for the return shipment (standard parcel size) are already included in the cleaning price, but are listed separately on the invoice. All parcels are insured by the parcel service provider (in this case: UPS) for a maximum of £510 as standard. Upon handover of the cleaned filter to the carrier, freight forwarder or other person designated to carry out the shipment, the risk and burden of loss or damage shall pass to the customer. Barten GmbH accepts no liability for 'accidental loss (transport loss)' or 'accidental deterioration (transport damage)' and any consequential damage to goods, damage caused by delay, loss of profit, pure financial loss and other indirect damage of any kind!

**§5 Order form**

Barten GmbH cleans according to customer orders, which must be enclosed in writing with the original shipment. The current order form can be found on the Barten GmbH website. By signing the order form or sending the online form, the customer accepts our terms and conditions, data protection policy and general information!

**§6 Quality control**

The filters to be cleaned are subjected to a quality control check upon receipt by Barten GmbH. This involves first carrying out a visual inspection for visible damage, in particular damage caused during removal, oil contamination or other damage. All measurement data for back pressure/weight before and after cleaning are recorded in a test report. The customer receives a copy of the test report when the cleaned filter is returned. If the filter is visibly damaged and therefore cannot be cleaned, Barten GmbH will inform the customer and

return the damaged and uncleaned soot filter to them. The return shipment is carried out on behalf of and at the expense of the customer.

**§7 Payment and due date**

The costs for cleaning a filter are shown on the order form. The cleaning price quoted applies per filter for all car models. Cleaning prices for workshops and other filters (lorries, vans, etc.) are available to customers on request. After receipt and inspection of the filter, the customer will receive an email confirming receipt of the filter with the invoice for the cleaning service and any additional costs that may be incurred. Payment is due immediately without deduction. The filter will be returned after receipt of payment.

**§8 Cleaning and cleaning duration**

The filter can undergo several cleaning processes/cleaning operations. This removes approximately 98% of the soot and ash residues from the filter. The process developed and used by Barten GmbH treats the filters in such a way that neither the ceramic nor the housing are damaged. The cleaning duration depends on the degree of contamination of the filter. In general, Barten GmbH requires approx. 1-3 working days for cleaning (Monday to Friday, excluding delivery and return shipping). Shipping times must also be taken into account, meaning that the customer must do without their vehicle for approx. one week.

**§9 Documents provided**

We reserve ownership rights and copyrights to all documents provided to the customer in connection with cleaning, such as order forms, test reports, installation instructions, etc. These documents may not be made accessible to third parties unless we give our express written consent.

**§10 Guarantee, warranty and liability exclusion**

The filters cleaned by Barten GmbH are cleaned as long and as often as necessary until they are approximately 98% free of soot and ash residues and the measured values (air flow rate) of a new filter are achieved. This does not apply to filters that have been pre-treated with chemicals or self-cleaning attempts or contaminated with oil. If Barten GmbH is unable to clean the filter for any reason, the customer will be refunded the prepaid cleaning price! Barten GmbH does not guarantee the functionality of cleaned filters in the event of oil contamination, improper installation (self-installation), failure to clean an existing catalytic converter, chemical pre-treatment, chip tuning or self-cleaning attempts! Likewise, no guarantee is given for the functionality of cleaned filters if they do not work due to defective attachments (see installation instructions) and it is therefore not possible to reset the engine electronics. In these cases, the cleaning price will not be refunded. Barten GmbH accepts no liability for damage/consequential damage of any kind! After cleaning the filters provided, Barten GmbH accepts no liability/warranty or guarantee for the functionality of the cleaned filters or the integrity of heat shields, EGR screens or the passing of the AU/TÜV test. Barten GmbH only guarantees that the filters are approximately 98% clean. No warranty is given for the durability of the cleaned filters. Furthermore, no liability is accepted for defective or uncleanable filters. Liability 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, is also excluded. Claims for damages by the customer are excluded, unless otherwise specified below. The above exclusion of liability also applies in favour of the legal representatives and vicarious agents of Barten GmbH, insofar as the customer asserts claims against them. Also excluded from the exclusion of liability is liability for damages based on an intentional or grossly negligent breach of duty by Barten GmbH, its legal representatives or vicarious agents.

**§11 Choice of law and place of jurisdiction**

The contractual relationship between the customer and Barten GmbH shall be governed by the laws of the Federal Republic of Germany. This choice of law does not apply to the mandatory consumer protection regulations of the country in which the customer has their habitual residence. 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 is 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.

**§12 Severability clause**

Should individual provisions of these General Terms and Conditions be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills this loophole.