

## General Terms and Conditions of Sale and Delivery

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| <p><b>1. General Considerations</b></p> <p>1.1 All deliveries and services of A.M. Ramp &amp; Co GmbH ("<b>RUCO</b>") are governed exclusively by the following General Terms and Conditions of Sale and Delivery ("<b>General Terms and Conditions</b>"). For deliveries in the business segments (i) gravure and flexographic printing inks as well as (ii) silk screen, pad and offset printing the respective Supplementary Terms and Conditions of RUCO apply in addition and in cases of conflict take precedence over the General Terms and Conditions. Other provisions, in particular the general terms and conditions of the client, are not applicable, regardless of whether they have been expressly rejected by RUCO. This also applies if RUCO unconditionally provides a service in the knowledge of other terms and conditions of business.</p> <p>1.2 Single agreements on an individual basis concluded between RUCO and the client have priority. They are only valid in writing as well as any changes, additions or terminations of agreements between RUCO and the client or these General Terms and Conditions.</p> <p><b>2. Offers, Orders</b></p> <p>2.1 Offers made by RUCO are without obligation. If an offer made by RUCO is expressly stated in writing as binding, such offer is binding for ten working days from the offer date.</p> <p>2.2 Orders from the client are not binding for RUCO until the order is accepted by a written confirmation or by sending the goods and the invoice. RUCO may accept orders within two weeks after receipt.</p> <p><b>3. Delivery, Acceptance</b></p> <p>3.1 Deliveries are generally ex-works (shipped from RUCO, A. M. Ramp &amp; Co GmbH, Lorsbacher Strasse 28, 65817 Eppstein/Taunus) ICC Incoterms 2010. Even where it is agreed on an individual basis that RUCO will ship the goods, the place of performance is the place where RUCO transfers the goods to the forwarding agent.</p> <p>3.2 The stated delivery periods or dates are not binding, provided they have not been bindingly agreed on an individual basis. In the event of non-binding delivery periods or dates RUCO is not late with the delivery until the unsuccessful expiry of a reasonable period of grace set in writing by the client. The client may not set the expiry of such a grace period earlier than four weeks after the expiry of the non-binding delivery period or the non-binding delivery date.</p> <p>3.3 RUCO is not late with a delivery if a supplier makes an incorrect or late delivery to RUCO for reasons that are outside the remit of RUCO and despite the fact that RUCO has concluded a congruent hedging transaction with the supplier.</p> | <p>3.4 Neither is RUCO late with a delivery if the delay is due to the failure of the client to either produce or complete in good time the licences, permits and other formalities that he requires for the delivery.</p> <p>3.5 RUCO is entitled to make part deliveries, provided this is acceptable to the client, in particular if the delivery of the rest of the goods ordered is guaranteed and this neither creates a significant amount of additional work for the client nor significant additional costs (unless RUCO states that it is willing to assume such costs). Each part delivery may be invoiced separately.</p> <p>3.6 Excess or short deliveries of up to 5% of the quantity or number of items ordered, which is acceptable to the client, are permitted.</p> <p>3.7 The client is in default with acceptance if he does not collect the goods on the binding agreed delivery date. In the event of non-binding delivery periods or delivery dates RUCO may notify the client that the goods are ready for collection and give the client a deadline of two weeks; if the client has not collected the goods upon expiry of the deadline, the client is in default with acceptance.</p> <p><b>4. Packaging</b></p> <p>4.1 If the deliveries are made in disposable packaging, the client acquires title to such packaging since it cannot be returned to RUCO.</p> <p>If the deliveries are made in larger containers, boxes, barrels, transport cans and such like ("<b>packing</b>"), that are only temporarily provided by RUCO, such packing must be returned by the client at his own risk and expense immediately upon expiry of the agreed loan period, but no later than one month after delivery to RUCO. The client is liable for damage or loss to the packing that occurs in his area of responsibility.</p> <p><b>5. Prices, Price Adjustment</b></p> <p>5.1 Unless agreed otherwise, the prevailing valid price list is applicable. Prices are quoted ex-works (shipped from RUCO, A. M. Ramp &amp; Co GmbH, Lorsbacher Strasse 28, 65817 Eppstein / Taunus) ICC Incoterms 2010 in euros, including packaging but excluding shipment. Any value added tax payable is calculated separately at the respective valid rate and shall be paid by the client.</p> <p>5.2 For small purchases, RUCO reserves the right to impose minimum quantity surcharges.</p> <p>5.3 If call-off contracts, which allow the client to successively call off fixed partial quantities of a quantity ordered, are used to call off quantities that exceed the set quantity ordered, RUCO has the option of either delivering the set quantity ordered or to calculate the extra quantity at the daily price that was applicable on the order date.</p> |
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5.4 RUCO reserves the right to adjust the prices accordingly after concluding the contract and before delivery, if there are changes in the costs, in particular due to collective agreements, changes in the prices of raw materials, other price changes by suppliers or exchange rate fluctuations, for which RUCO is not responsible and which were not sufficiently foreseeable. Upon request, RUCO will provide the client with proof of the reasons for the price adjustment.

## 6. Payment, Default in Payment

6.1 Invoices shall be paid net within 30 days or with 2% discount off the invoice amount within ten days after delivery and receipt of the invoice by transfer to an account notified to the client by RUCO. A discount is not permitted as long as old invoices remain outstanding. Unless agreed otherwise, payments shall be made in euros. The place of performance is the principal place of business of RUCO.

6.2 If the client oversteps the payment deadline, the client will be in arrears without a further reminder. Receipt of the invoiced amount into the stated account is decisive for the timeliness of the payment.

6.3 In the event of default in payment, RUCO is entitled to charge default interest of eight percentage points above the base rate. The right to claim additional damages is reserved.

6.4 If the client is in arrears with at least two payments from the business relationship with RUCO, all the client's payables from all the business relationships with RUCO will be due immediately.

6.5 If the order is processed on the basis of a letter of credit or CAD (Cash Against Documents) all costs and bank charges are payable by the applicant or the client.

## 7. Deterioration of the Financial Position

7.1 If it becomes apparent after concluding the contract with the client that his financial situation is jeopardising the performance of his contractual obligations (in particular in the event of suspension of payments, application for insolvency proceedings, attachment or compulsory enforcement measures, protests concerning bills of exchange or cheques and returns of debit notes, also in relations with third parties), RUCO has the option of withholding the delivery until advance payment of the purchase price or provision of adequate security. This also applies when a default in payment by the client gives rise to justified doubts about his solvency or creditworthiness.

7.2 In the cases enumerated in clause 7.1 RUCO is also entitled to withhold deliveries until all payables have been settled or adequate security had been provided. For payables that are not yet due including payables for which RUCO is obliged to make advance payments on the basis of contracts that have already been concluded, and payables that have no intrinsically natural or commercial connection

with the delivery this only applies insofar as RUCO has a justified interest herein.

7.3 If payments are managed on a current account relationship, RUCO is also entitled in the cases enumerated in clause 7.1 to withhold deliveries until receipt of all payments from acknowledged balances or the provision of adequate security.

7.4 If the client has failed to make the advance payment or provide the security pursuant to clause 7.1 within two weeks, RUCO is entitled to rescind the relevant contract.

## 8. Retention of Title

8.1 RUCO will retain title to the delivered goods until receipt of all payments from the business relationship. If payments are managed on a current account relationship, RUCO will retain title to the delivered goods until receipt of all payments of acknowledged balances or the provision of adequate security.

8.2 If the conduct of the client breaches the contract, in particular in the event of default in payment, RUCO is entitled to retrieve the goods delivered subject to retention of title ("**Goods that are subject to retention of title**"). In the event of default in payment, it is not necessary to set a deadline in advance. For the purposes of taking back the goods that are subject to retention of title, RUCO may access the business premises of the client during normal office hours. This shall not affect further claims by RUCO.

8.3 After retrieving the goods that are subject to retention of title, RUCO is entitled after advance notification to sell them for a reasonable sum; the proceeds from the sale shall be credited to the liabilities of the client less reasonable sales costs.

8.4 Throughout the period of retention of title, the client is not entitled to pledge the goods that are subject to retention of title or to use them as security. The client is entitled to process the goods that are subject to retention of title in the ordinary course of business and/or to resell them, but now assigns all payables equivalent to the final amount invoiced (including value added tax) to RUCO, which the client has earned from the resale to his customers or third parties, and regardless of whether the goods that are subject to retention of title have been resold unprocessed or after processing. The client is not entitled to pledge or use the assigned payables as security.

8.5 Upon resale the client shall notify his customer of the assignment of the claims to the delivery payment. The client is not entitled to sell the goods that are subject to retention of title to customers, who have excluded or restricted the assignment of demands for payment made to them. If the goods that are subject to retention of title have been processed with other items that do not belong to the client, only the co-owned shares in the processed item will be assigned pursuant to assignment pursuant to clause 8.10.

- 8.6 After the assignment the client will still be authorised to collect the payables. This shall not affect the entitlement of RUCO to collect the payables itself. However, RUCO will not collect the payables as long as the client meets his payment obligations from the collected proceeds, does not get into arrears with the payments and in particular has not filed an application to open insolvency proceedings and has not suspended his payments. If one of these events occur, RUCO may ask the client to disclose the assigned payables and their debtors and to provide all the information that is required about the collection, surrender the relevant documents and notify the debtors of the assignment. The occurrence of such an event terminates the right of the client to collect the payables.
- 8.7 If the client and his customers arrange their payments on a current account relationship pursuant to Section 355 of the Commercial Code, the payable assigned to RUCO by the client in advance also applies to the acknowledged balance. If the customer becomes insolvent, the assignment will then also apply to available account surplus of the closing balance.
- 8.8 The client is obliged to promptly inform RUCO in writing of all seizures, pledges and other interventions in relation to the goods that are subject to retention of title or of the assigned payables. In addition, the client shall draw the retention of title to the attention of these third parties. Insofar as the third party is unable to reimburse RUCO the judicial and extrajudicial costs of legal proceedings pursuant to Section 771 of the Code of Civil Procedure, the client is liable to RUCO for the loss sustained.
- 8.9 The client is obliged to handle the goods that are subject to retention of title with care. The client shall in particular adequately insure the goods that are subject to retention of title at their replacement value against fire, water and theft. The client is obliged to store the goods that are subject to retention of title separately and to label them as the property of RUCO and to indicate in his account books that RUCO is entitled to the assigned payables.
- 8.10 The client will invariably process or remodel the goods that are subject to retention of title for RUCO. If the goods that are subject to retention of title are processed or remodelled with other items that do not belong to RUCO, the latter will acquire joint ownership of the new object proportional to the value of the goods that are subject to retention of title in relation to the other processed or remodelled items at the time of processing or remodelled; the same applies in all other respects to the new object that is consequently created as to the goods delivered subject to retention of title.
- 8.11 If the goods that are subject to retention of title are inextricably mixed or combined with other items that do not belong to RUCO, the latter will acquire joint ownership of the new object proportional to the value of the goods that are subject to retention of title in relation to the other mixed items at the time of mixing or combining. If the mixing or combining is done in a manner that necessitates viewing the client's object as

the principal object, the client will transfer joint ownership pro rata. The client will keep the sole ownership or joint ownership created in this manner safe for RUCO.

- 8.12 The client shall implement adequate measures and do his utmost to assist RUCO to appropriately protect the rights granted to RUCO under clause 8 (where necessary by other security measures) in the country where the goods that are subject to retention of title are located.

## **9. Quality of the Goods, Information and Use, Warranties**

- 9.1 The quality of the goods is based exclusively on the agreed specifications. The client is responsible for ensuring that the goods are suitable for the purposes for which they are intended.
- 9.2 Features of the goods stated in publications by RUCO or by sales representatives of RUCO, in particular in advertising, drawings, brochures or other documents or on the packaging and labelling of the goods, or in commercial practices, are only deemed to be included in the contractual quality of the goods if they are expressly stated in an offer or acknowledgement of order.
- 9.3 On request, RUCO may, at its own discretion, provide samples for processing. Samples do not create an agreement or warranty with regard to the quality of the goods to be delivered.
- 9.4 Information by RUCO given orally, in writing or other form on the suitability, including application, processing and other use, as well as technical advice by RUCO is provided to the best of its knowledge but is solely deemed to be non-binding advice and does not release the client from his obligation to verify that the goods delivered by RUCO are suitable for their intended purposes. RUCO is unable to monitor the application, processing and other use of the goods and they are therefore the client's responsibility.
- 9.5 Warranties, in particular quality warranties, are only binding on RUCO to the extent that they (i) are contained in an offer or an acknowledgement of order, (ii) are expressly referred to as "warranty" or "quality warranty", and (iii) expressly state the obligations that arise from such a warranty for RUCO.

## **10. Rights Arising from Defects**

- 10.1 The rights of the client arising from defects assume inspection of the goods upon delivery and due notification of defects pursuant to Section 377 of the Commercial Code.
- 10.2 Notifications of defects shall be in writing and the defect specifically stated. RUCO shall be informed about an incomplete delivery and other apparent defects immediately in writing, but no later than two weeks after delivery; latent defects shall be notified immediately, but no later than two weeks after their detection. The goods may not be rejected on the grounds of

- small defects. Claims for defects notified late are excluded
- 10.3 The costs of inspecting the goods shall be borne by the client. Defective goods shall be made available to RUCO for testing, if requested.
- 10.4 In respect of duly notified defective goods RUCO will have the option of providing subsequent performance by either removing the defect (repair) or by delivering an object free of defects (replacement). Subsequent performance will take place without acknowledgement of any legal obligation. In the event of repair, the remainder of the original period of limitation will begin to run upon the return of the repaired goods. The same will apply in the event of a replacement.
- 10.5 If the subsequent performance is unsuccessful, the client will have the option of reducing the purchase price appropriately or rescinding the contract.
- 10.6 Further warranty claims, irrespective of their type, are excluded subject to potential limited claims for damages pursuant to clause 11.
- 10.7 The client will bear the reasonable costs of an unjustified claim for defects (e.g. if the product was not defective); the same applies if RUCO wrongly grants rights arising from defects without an obligation on its part.
- 10.8 The period of limitation for exercising rights arising from defects in goods is six months from delivery. However, this restriction does not apply if (i) a defect was maliciously concealed or (ii) a warranty of quality was transferred (the warranty rule or period of limitation resulting from the warranty accordingly applies where necessary). In the event of claims for damages this restriction does not apply in the following cases: (i) injury to life, limb or health, (ii) wilful misconduct and (iii) gross negligence of executive bodies or senior managers at RUCO.
- 10.9 Defects that are caused by improper use, incorrect storage or by the use of unsuitable additives on the part of the client or third parties do not come under rights arising from defects.
- 11. Liability**
- 11.1 Liability by RUCO for loss arising from ordinary negligence is limited to loss from the breach of fundamental contractual obligations, performance of which is essential for the proper fulfilment of the contract and adherence to which the party to the contract routinely relies on and may rely on; however, in this case, liability is limited to typically foreseeable loss. This limitation of liability applies in the same manner to loss caused by the gross negligence of employees or contractors of RUCO that are not executive bodies or senior managers of RUCO.
- 11.2 In the cases enumerated in clause 11.1, liability is limited to the purchase price of the delivery concerned.
- 11.3 In the cases enumerated in clause 11.1, liability for consequential damages, including lost profit and business interruption, is limited to three times the purchase price.
- 11.4 In the cases enumerated in clause 11.1, the period of limitation is two years from the date on which the claim arose and the client became aware of the circumstances underlying the claim. Irrespective of the awareness of the client, the claim is statute barred three years after the event that triggers the loss. The period of limitation for claims for damages due to defects is governed by clause 10.8.
- 11.5 The aforementioned limitations on liability apply to claims for damages, regardless of the legal ground, with the exception of claims for damages by the client (i) due to wilful misconduct, (ii) pursuant to the Product Liability Act, (iii) due to maliciously concealed defect, (iv) due to defects for which a quality warranty was assumed (the liability provision or period of limitation from the warranty applies as appropriate) (v) from injury to life, limb or health, (vi) due to the gross negligence of executive bodies or senior managers of RUCO.
- 11.6 The preceding limitations on liability also apply to claims for damages brought by the client against executive bodies, senior managers, employees or contractors of RUCO.
- 12. Force Majeure**
- If RUCO is prevented from fulfilling its contractual obligations due to force majeure such as mobilisation, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances for which RUCO is not responsible, e.g. strikes or lawful lockouts, disruptions to businesses or transport, difficulties in procuring raw materials or absence of deliveries by suppliers, the agreed delivery periods will be extended by the duration of the obstruction in each case plus a reasonable restart period, but by a maximum of three months. RUCO is neither responsible for the aforementioned circumstances if they occur during an existing delay. RUCO will inform the client as soon as possible of the start and anticipated end of such circumstances.
- 12.1 If the obstruction lasts three months or longer, both parties may rescind the contract.
- 13. Compliance with Provisions and Export**
- 13.1 The client shall comply with all the applicable statutory and regulatory provisions as well as official orders, including applicable import and export regulations and other laws of the country in which the client does business. The client shall obtain in good time all the essential authorisations and licences as well as all the other essential permits to use or export the goods in accordance with all these applicable laws.
- 13.2 RUCO is entitled to withhold delivery from the client if the latter breaches such applicable laws or where not all the essential authorisations have been obtained and RUCO is not to blame or is not responsible for this.

- 13.3 The client shall not grant, guarantee or promise the staff at RUCO and its subsidiaries or any persons that are closely related to them any unfair advantages, instigate or aid and abet such behaviour and shall take precautionary measures to prevent such behaviour.

**14. Set-off and Right of Retention**

A set-off or exercise of the right of retention by the client on the basis of disputed or not legally binding counterclaims is not permitted. The exercise of a right of retention by the client is not permitted either if the counterclaims are not based on the same contractual relationship.

**15. Assignment**

The client may not assign all or part of his rights and obligations in connection with the deliveries without the prior written consent of RUCO. RUCO is allowed to assign rights and obligations in connection with deliveries, in particular to affiliated companies within the meaning of Section 15 of the Law on Limited Companies.

**16. Applicable Law, Jurisdiction, Miscellaneous**

- 16.1 All legal relationships between RUCO and the supplier are governed by German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 The exclusive jurisdiction for all disputes arising from or in connection with a delivery or service is the Regional Court in Frankfurt am Main; RUCO is, however, entitled to sue the client at his principal place of business.
- 16.3 If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions.