

## General Terms and Conditions of Purchase

### 1. General Considerations

1.1 All deliveries and services by suppliers to A. M. Ramp & Co. GmbH ("Ramp") are governed exclusively by the following General Terms and Conditions of Purchase ("General Terms and Conditions"). They apply to the purchase of goods, supply of labour and materials as well as to the use of other labour, materials and services.

1.2 Other provisions, in particular the general terms and conditions of the supplier, are not applicable, regardless of whether they have been expressly rejected by Ramp. This also applies if Ramp unconditionally provides a service in the knowledge of other terms and conditions of business.

1.3 Individual agreements concluded between Ramp and the supplier on an individual basis have priority. They are not valid unless they are in writing as is the case with changes and additions or termination of agreements between Ramp and the supplier and these General Terms and Conditions. This also applies to the cancellation of this written form requirement.

### 2. Offers, Orders

2.1 Offers, quotations and other services provided by the supplier for the purpose of concluding the contract are free of charge. If Ramp requests samples, the latter will also be provided free of charge and will not create an obligation to accept the goods.

2.2 The supplier shall be bound by his offer for four weeks.

2.3 Orders placed by Ramp are only legally binding if they are in writing. Orders placed orally or over the phone are not valid unless they are subsequently confirmed in writing. The same applies to changes and additions to the order.

2.4 If orders placed by Ramp are not confirmed in writing or by delivery or service within seven days, Ramp is no longer bound by such orders. A different manner of acceptance of Ramp's order by the supplier requires an express written note. In this case the contract will not be valid until Ramp gives its consent in writing. Section 151 of the German Civil Code is not applicable.

### 3. Prices, Invoicing, Terms of Payment

3.1 The agreed prices are firm prices. In the event of deliveries the prices are quoted DDP (to the shipping address stated in the order) ICC Incoterms 2010. The prices for deliveries as well as services include statutory value added tax unless it is shown separately, packaging, transport to the agreed destination, insurance, assembly, customs duties, other taxes and additional costs. The return of packaging is governed by the statutory provisions.

3.2 Any subsequent price increases and additional demands whatsoever require the express written approval of Ramp, in particular increases in the

prices of materials, higher tax and freight rates. This shall not affect clause 5.1.

3.3 Invoices shall be issued in duplicate in euros and shall comply with the formal legal requirements governing value added tax that are applicable in each case, stating the order number and description of the goods. In the event of delays that occur in processing due to inaccurate or incomplete information in the invoices, the agreed payment deadlines will be extended by the corresponding period of delay.

3.4 Payment is made after delivery or provision of the service (including agreed acceptance for example) and receipt of the properly prepared invoice within 14 days with a discount of 3 % from the net amount of the invoice or within 30 days net.

3.5 If Ramp is in arrears with payment, the supplier may charge interest of five percentage points above the applicable base rate.

### 4. Delivery or Provision of Services

4.1 The dates and deadlines quoted by the supplier in connection with the order for the delivery or service are binding. Ramp is not obliged to accept early deliveries or services. If they are nevertheless accepted, Ramp reserves the right to claim the related additional costs. The agreed date is still decisive for the commencement of the time allowed for payment.

4.2 The supplier shall promptly inform Ramp in writing if circumstances occur or he becomes aware of circumstances that are likely to prevent a timely delivery or provision of a service. Timeliness requires the delivery or service to have been received by or provided to Ramp in its entirety on the agreed date; in the event of an agreed acceptance the successful acceptance shall be decisive.

4.3 The supplier may only make partial deliveries or provide partial services with the prior written consent of Ramp.

4.4 If the supplier is late, Ramp may demand a penalty of 0.5 % for each full week of delay, up to a total of 5 % of the respective order value. This shall not affect claims for further loss; in this case the penalty will be credited to the loss caused by the delay.

4.5 The supplier shall provide the correct documents in good time, which Ramp requires to obtain official permits or a tax exemption.

4.6 The supplier shall provide with the delivery or service in addition to the delivery note the essential instructions for storage, use and / or maintenance of the goods, for example plans, manuals, lists of spare parts, operating or storage instructions. The supplier must also provide the safety data sheets that are required for first deliveries, as well as for deliveries of samples.

## **5. Changes after the Contract Formation, Involvement of Subcontractors**

5.1 After concluding the contract, Ramp is entitled, insofar as this is acceptable to the supplier, to request changes to the subject matter of the contract in terms of performance and quantity. Due consideration shall be given to adverse effects on deadlines and quantities. Ramp will nevertheless not acknowledge price increases unless the additional costs are actually and demonstrably related to the change and unless the supplier has duly informed Ramp in writing immediately after the change.

5.2 Suppliers are obliged to inform Ramp in good time in writing about product and process adjustments, for example a change of suppliers of raw materials, alterations to production technology, relocation of mineral extraction and production facilities or reclassification of goods. If the adjustments are likely to affect the quality of the goods ordered by Ramp, such adjustments require the express written approval of Ramp.

5.3 The supplier may only assign the performance of all or part of his contractual obligations to subcontractors with the prior written consent of Ramp.

## **6. Delivery, Passing of Risk, Acceptance and Inspection**

6.1 The goods are delivered DDP (to the shipping address stated in the order) ICC Incoterms 2010. For deliveries the risk passes upon delivery during business hours to the receiving office stated by Ramp, for (the supply of labour and) services to Ramp upon their acceptance. The agreed destination is the place of performance.

6.2 In the event of deliveries, Ramp will inspect the goods upon receipt to a reasonable extent and will inform the supplier of apparent defects within two weeks after delivery of the goods. Ramp will notify the supplier of other defects within two weeks after their detection.

6.3 In the event of services, Ramp will expressly notify the supplier of acceptance. Ramp has two weeks from receipt in which to test the services provided; use during this period is not regarded as acceptance. If Ramp does not notify the supplier about any defects detected during the inspection, this shall not affect its rights arising from defects.

## **7. Quality, Rights Arising from Defects**

7.1 Delivered goods shall adhere to the quality agreements and the state of the art. Specific examples of quality agreements are the reference values of approved samples and specifications.

7.2 Ramp is entitled to exercise the statutory rights arising from defects. Ramp is in particular entitled to choose the type of subsequent specific performance (replacement or alternatively new production or repair or alternatively removal of defects) for the purchase of goods as well as for deliveries and services.

7.3 In the event of the same type of defects that occur in at least 5 % of the delivered goods, Ramp is entitled to reject the entire delivery as defective and

to exercise its statutory rights arising from defects with respect to the entire delivery.

7.4 In relation to partial deliveries, Ramp may cancel the entire order if at least two partial deliveries were found to be defective.

7.5 The period of limitation for claims arising from defects is 36 months.

7.6 The period of limitation for claims arising from defects in replaced or repaired parts commences again upon delivery of the replacement or repair, unless subsequent specific performance in terms of extent, duration and costs appears negligible or Ramp should by reason of the conduct of the supplier have assumed that the supplier did not consider he was obliged to implement the measure, but only acted as a gesture of goodwill or on similar grounds.

## **8. Liability, Product Liability**

8.1 The supplier indemnifies Ramp against all claims by third parties, in particular product liability, producer liability and contractual claims for damages, which are attributable to defective goods, provided the loss incurred is traceable to the area of responsibility or organisation of the supplier.

8.2 The statutory provisions apply in all other respects.

8.3 In the event of a product recall campaign, the supplier is obliged to reimburse Ramp the costs incurred in the product recall campaign, provided the product recall is traceable to the area of responsibility or organisation of the supplier.

8.4 The supplier is obliged to maintain at its own cost product liability insurance with adequate cover for personal injury and property damage, and which also covers foreseeable product recall risks.

## **9. Compliance with Provisions, REACH**

9.1 The supplier shall comply with all applicable statutory and regulatory provisions as well as official requirements. The supplier shall in particular ensure that all the substances contained in the goods are duly pre-registered, registered and approved in accordance with the relevant requirements of Regulation (EC) No. 1907/2006 ("REACH Regulation") in the version as amended from time to time. The supplier shall also ensure that all the obligations imposed on the supplier under the REACH Regulation with regard to the delivery of goods are duly performed.

9.2 The supplier shall not grant, guarantee or promise the staff at Ramp and its subsidiaries or any persons that are closely related to them any unfair advantages, or instigate or assist such behaviour and shall take precautionary measures to prevent such behaviour.

## **10. Rights of Retention, Set-off**

10.1 Ramp reserves the right, in the event of claims arising from defects or other claims, to retain or offset payments in the corresponding amount.

10.2 A set-off or exercise of the right of retention by the supplier on the basis of disputed or not legally binding counterclaims is not permitted. The

exercise of a right of retention by the supplier is not permitted either if the counterclaims are not based on the same contractual relationship.

## **11. Retention of Title**

11.1 Retentions of title by the supplier that go beyond simple retention of title are not permitted. If the supplier has reserved title to the delivered items, this retention will only apply until payment for these items has been made, insofar as Ramp has not already acquired ownership of these items through processing, combining or mixing. Ramp does not accept current account retention and multiple retentions.

11.2 Ramp does not assign as security for payment its claims from the resale of goods that are subject to rights of retention. Ramp is not obliged to defend the rights of the supplier arising from retentions of title of any kind against third parties.

11.3 If Ramp's supplier is provided with working documents such as plans, drawings, technical calculations, manuscripts, specimens, tools etc, he is not permitted to use them for purposes outside the contract, copy them or make them accessible to third parties. Such working documents remain the property of Ramp and shall be returned to Ramp upon request, and unprompted no later than delivery or provision of the service.

## **12. Industrial Property Rights**

12.1 The supplier will ensure that no industrial property rights of third parties in Germany and abroad are breached in connection with the delivery or service and the intended use of the goods ordered.

12.2 If a claim is brought against Ramp by a third party for breaches of industrial property rights, the supplier shall indemnify Ramp at the first written request and shall reimburse Ramp all expenses that are unavoidably incurred by Ramp from or in connection with the claim by a third party, to the extent that the loss caused is traceable to the area of responsibility and organisation of the supplier.

## **13. Confidentiality**

13.1 The supplier shall keep the order and its subject matter confidential, in particular for example all the technical data provided by Ramp and other documents, information and data that are labelled, marked or presumed "confidential", of which the supplier becomes aware as a result of the order or subsequent collaboration ("**Confidential Information**") also after completion of the order.

13.2 Transmission of Confidential Information to third parties requires the prior written consent of Ramp. Transmission of Confidential Information to employees and contractors is only allowed to the extent necessary for the performance of the supplier's contractual obligations. The supplier undertakes to impose the duty of confidentiality on his employees and vicarious agents as appropriate.

13.3 The aforementioned obligations do not apply to information

a) that was known to the supplier before he received it from Ramp;

b) that the supplier has developed independently without recourse to or use of Ramp's information;

c) that was lawfully acquired by the supplier from third parties who, as far as Ramp is aware, were not obliged to maintain confidentiality, and these third parties have in turn not acquired the information by breaching the protective clauses in favour of Ramp;

d) that was known to the supplier without a breach of these provisions or a breach of other existing provisions that protect the business secrets of Ramp or are or were in the public domain; or

e) that must be disclosed due to a statutory, official or court order. In this case, the supplier shall inform Ramp immediately before disclosure and shall limit the extent of such disclosure as far as possible.

13.4 The Confidential Information remains the property of Ramp and may not be copied or duplicated without the express written permission of Ramp, unless this is absolutely necessary for the implementation of the order. After processing the queries and implementing the order, the Confidential Information shall be returned immediately or written confirmation shall be provided that the Confidential Information has been destroyed. The supplier may, however, retain one copy of the Confidential Information for archiving purposes, which he may only disclose in the event of a dispute in connection with the order concerned or by reason of a statutory obligation.

13.5 For each breach of the aforementioned obligations, the supplier is obliged to pay liquidated damages in the amount of the value of the order concerned. This shall not affect the right of both parties to demonstrate that in a particular case a greater or lesser loss has occurred.

## **14. Applicable Law, Jurisdiction, Miscellaneous**

14.1 All legal relationships between Ramp and the supplier are governed by German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 The exclusive jurisdiction for all disputes arising from or in connection with a delivery or service is the Regional Court in Frankfurt am Main; Ramp is, however, entitled to sue the supplier at his principal place of business.

14.3 If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions.