

General terms and conditions of sale and delivery of Rampf Formen GmbH

Status as of September 2016

1. General, scope

- 1.1 These general terms and conditions of sale and delivery (T&C) apply to all delivery relationships (purchase contracts, works delivery contracts) between Rampf Formen GmbH ("Rampf") as the vendor and its customer ("Purchaser"), insofar as that the vendor (s. 14 of the BGB) is a legal entity or special fund under public law. These T&C also apply accordingly for all other services that Rampf provides for the above-mentioned customer.
- 1.2 The T&C apply in their respective version as a framework agreement, also for future contracts (purchase and works delivery contracts) concerning the sale and/or delivery of movable items ("goods") with the same purchaser, without Rampf having to refer to them in every individual case.
- 1.3 The T&C apply exclusively. Differing, contradictory or supplementary general terms and conditions on the part of the purchaser shall only become a constituent of the contract if Rampf expressly agrees to the validity thereof in individual cases. This agreement requirement applies in any case, even if Rampf, being aware of the buyer's terms and conditions, carries out a delivery of merchandise without reservation.
- 1.4 Legally relevant declarations and notifications, which must be submitted by the purchaser after conclusion of the agreement (e.g. setting deadlines, notice of defects, withdrawal or reduction declaration) shall only be effective in writing.

2. Offers, conclusion of contract

- 2.1 Offers from Rampf are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance deadline.
- 2.2 The ordering of the goods by the purchaser is regarded as a binding contract offer. Unless stated otherwise in the order, Rampf is entitled to accept this contract offer within three (3) weeks after receipt.
- 2.3 The contract, including these T&C, is not concluded until the purchaser has accepted the binding offer from Rampf within the specified time, or Rampf has accepted the purchaser's order and confirmed it in writing within the specified time. A written confirmation of this nature by Rampf is not required if it was not expected under the circumstances or has been waived by the purchaser.
- 2.4 The concluded contract in the sense of section 2.3 is solely decisive for the legal relationship between Rampf and the purchaser. This shall fully reflect all previous agreements between the parties to the subject of the contract. Verbal agreements made by Rampf prior to the conclusion of this contract are legally non-binding, and verbal agreements made by the parties to the contract shall be replaced by the written contract, unless they expressly stipulate that the prevailing conditions still apply.
- 2.5 Product descriptions, documents and specifications such as weights, dimensions, tolerances or technical data which are handed to the purchaser by Rampf, also in electronic form, are not guaranteed characteristics. Normal commercial deviations and deviations that occur on the basis of legal regulations and other minor deviations are permissible, provided that they do not adversely affect usability for the contractually agreed purpose.
- 2.6 All guarantees from Rampf (regardless of their nature) require the written form.
- 2.7 The specifications made in the offer from Rampf (including the specifications in the additional documents that were handed over) may not be utilised or made accessible to third parties by the purchaser without the written agreement of Rampf. Rampf is entitled to demand the return of documents that have been handed over at any time.

3. Prices

- 3.1 All prices are exclusive of the statutory value added tax. The prices apply as of the Rampf manufacturing plant in 89604 Allmendingen (Federal Republic of Germany) and include loading but not packaging, transport, customs, storage and insurance costs.
- 3.2 If delivery takes place more than six months after the conclusion of the contract and Rampf is not responsible for the delay, Rampf is entitled to modify the price taking material, wage and other secondary cost changes that have occurred into consideration. The customer shall be provided with proof of these changes on request.

4. Payment conditions

- 4.1 The invoice amount is due immediately upon receipt of the invoice and, unless otherwise agreed or stipulated in the invoice, the amount is payable within eight (8) days of the date of the invoice, without deductions. The invoice is deemed to have been received if it arrives at the last invoice address provided by the purchaser no later than three (3) days after the date of the invoice respectively.
- 4.2 Deposits and advance payments are subject to value added tax.
- 4.3 Payments are deemed to have been made when the amount is finally cleared in one of Rampf's bank accounts. Checks shall be accepted on account of payment. Bills of exchange shall only be accepted by express agreement, and shall only be regarded as paid after cash redemption has taken place. All cheque and exchange costs shall be charged to the purchaser.
- 4.4 The purchaser may only set off uncontested or legally determined claims. He is only has the right to retention if this is supported on counter-claims that originate from the same contractual relationship. If a justified defect complaint exists, the purchaser can only withhold payments to the extent that is in a reasonable ratio to the defect that has occurred.
- 4.5 If Rampf discovers that the creditworthiness of the purchaser has deteriorated after the contract has been concluded, whereby a reduction in creditworthiness with credit agencies or increased demands with regard to the purchaser from a goods credit insurance company suffices, Rampf can demand pre-payment of the (gross) price of the entire goods or part of the goods, contrary to the agreements that have been made. If staged payments have

been agreed and such a reduction in the purchaser's creditworthiness occurs, or the purchaser is late with some or all of an instalment, the entire (gross) price of the goods is payable immediately.

4.6 Interest of 9 percentage points above the base rate of interest shall be charged on demands from Rampf from the start of the delay .

5. Delivery deadlines and late delivery

5.1. Delivery dates and delivery deadlines which can be binding or non-binding under the terms of the agreement must be specified in writing.

5.2. Delivery deadlines start when the contract is concluded, but not before clarification of all technical and commercial details with the purchaser. If shipment has been agreed, the delivery deadlines and delivery dates relate to the point in time of handover to the shipping company, carrier or other third party commissioned to carry out delivery.

5.3. In the case of agreement of a non-binding delivery date or a non-binding delivery deadline, Rampf may only be put in default by way of a reminder 4 weeks after the expiry of the delivery date or delivery deadline (see s. 286 para. 1 of the BGB) .

5.4. In the event of labour disputes and the onset of obstacles that are both unforeseen and outside the sphere of influence of Rampf, the delivery date or delivery deadline shall be extended by the duration of the delay caused by these circumstances. This applies accordingly if the obstructions occur during an existing delay in delivery.

5.5. In the event of slight negligence by Rampf, claims from the purchaser for compensation because of a delay in delivery affecting the goods shall be limited to a maximum of 5% of the agreed (net) price of the goods that were the subject of the delayed delivery. All other compensation claims from the purchaser because of late delivery are excluded in the event of slight negligence by Rampf.

6. Place of fulfilment, dispatch, transfer of risk

6.1. The purchaser must accept the goods at the place of business of Rampf in 89604 Allmendingen (Federal Republic of Germany). This is also the place of fulfilment for the goods. By request, and at the cost of the purchaser, the goods can be shipped to another place of fulfilment (sales shipment). Unless otherwise agreed, Rampf is entitled to determined the type of shipment itself (particularly transport companies, shipping method, packaging). Rampf is not obliged to choose the cheapest type of shipment.

6.2. The risk of accidental loss or accidental worsening of the goods shall be transferred to the purchaser when the goods are handed over. However, in the event of a sales shipment, the risk of accidental loss or accidental deterioration of the goods shall be transferred to the purchaser when the goods are delivered to the shipping company, carrier or other person or institution carrying out the shipment.

7. Acceptance of goods

7.1. If the purchaser does not accept the goods that he has purchased from Rampf in violation of s. 433 para. 2 BGB, Rampf is entitled to make use of its legal rights.

7.2. If Rampf demands compensation instead of delivery, the compensation to be paid to Rampf by the customer shall be 30% of the (net) price of the goods that have not been accepted by the purchaser that was agreed by the parties to the contract. The amount of compensation shall be reduced or ruled out altogether if the purchaser proves that lesser or no damage at all has occurred at Rampf. The amount of compensation shall be increased if Rampf proves that greater damage has occurred.

8. Retention of title

8.1. The goods sold to the purchaser by Rampf remains the property of Rampf until full payment of the purchase price and the value added tax has been made. The retention of title of Rampf to the goods that have been sold (retained goods) also extends to all other claims from Rampf from the purchase contract concerning the retained goods. Rampf's right to retention to the retained goods shall remain until full payment of all present and future claims from the current business relationship between Rampf and the purchaser has been made (including secondary claims and compensation claims).

8.2. As long as the right to retention or Rampf's ownership of the retained goods exists, the purchaser shall not pledge or collateralise the retained goods. The purchaser must notify Rampf without delay if and insofar as third parties access the retained goods.

8.3. If the retained goods are intended for commercial reselling by the purchaser, the purchaser may resell the goods to his customers within the scope of the ordinary course of business. In this case the purchaser shall transfer all claims against his customer to which he is entitled in the future as consideration for the resale of the retained goods, including all secondary rights to Rampf as collateral; Rampf shall accept the transfer. Rampf may collect these claims that have been transferred to Rampf in its own behalf if the purchaser is in arrears with his payment obligations with regard to the retained goods, an application has been made to open insolvency proceedings or there is another defect in his performance capability from which Rampf can derive a threat to the realisation of its claims. In these cases, Rampf can demand that the purchaser notifies Rampf and its debtors of the assigned claims, provides all of the information that is needed to collect them, hands over the associated documentation and notifies the debtors (third parties) of the assignment.

8.4. If the retained goods are not re-sold, the purchaser is obliged to carefully store the retained goods for Rampf, maintain and repair them to the required extent at his own cost and insure them to the extent that can be expected from diligent businessman at its own cost against loss and damage for as long as the retention of ownership exists. In the event of loss or damage to the retained goods, the purchaser shall assign his claims from the insurance policies to Rampf.

8.5. Any processing of the retained goods in the sense of s. 950 of the BGB shall be carried out by Rampf, without the purchaser making any claims against Rampf because of the processing.

- 8.6. If the retained goods are combined or inseparably mixed with other items that do not belong to Rampf in the sense of s. 947 or s. 948 of the BGB in such a way that one of the other items is regarded as the main item, it is deemed to have been agreed that the purchaser shall transfer co-ownership of the new item to Rampf proportionally to the ratio of the value of the retained goods to the other combined or mixed items, and shall safeguard the co-ownership for Rampf. The parties to the contract have already agreed about the transfer of ownership that shall take place.
- 8.7. If Rampf is over-collateralised by the collateral regulated in section 8 by more than 10 % compared to the respective existing joint obligations of the purchaser, Rampf is obliged to release his choice of securities up to the level of 110% of the value that exceeds the secured joint obligation if requested to do so by the purchaser.

9. Condition of goods, technical advice

- 9.1. Unless otherwise agreed, the condition of the goods in the sense of section 434 para. 1 sentence 1 of the BGB results exclusively from the product description from Rampf. Public statements, pricing or advertising do not represent condition information as per the contract. Reference to the technical standards are only for describing the goods and do not represent a condition agreement or guarantee.
- 9.2. Any application-technical advice by Rampf in word, writing or by means of tests shall be carried out to the best of the company's knowledge, but only applies as non-binding information, also with regard to any third party protection rights, and does not release the purchaser from his own checking of the goods supplied by Rampf for suitability for the intended purposes, application and use. The application, use and processing of the goods shall take place outside the monitoring options of Rampf and are therefore exclusively in the area of responsibility of the purchaser.
- 9.3. The characteristics of samples are only binding insofar as they have been agreed as the condition of the goods.

10. Examination and obligation to give notice of defects of the purchaser

- 10.1. The purchaser must inspect the goods immediately after delivery and, if a defect is found, report this defect to Rampf immediately in writing. If the purchaser fails to provide this written notification, the goods shall be considered to be approved, unless it is a defect that was not recognisable during the inspection.
- 10.2. If a defect is found in the goods later, the purchaser must notify Rampf of this defect immediately in writing; otherwise the goods shall be regarded as approved with regard to of the defect.
- 10.3. In order to ensure the written form prescribed in sections 10.1 and 10.2, it suffices to send the notification by fax; otherwise transfer by telecommunication, particularly by e-mail, is sufficient.

11.0 Liability for material defects

- 11.1 If Rampf maliciously conceals a defect in the goods or has taken over a guarantee for the condition of the goods, the purchaser is entitled to make legal claims due to the material defects of the goods.
- 11.2 If Rampf has maliciously concealed a defect in the goods or has taken over a guarantee for the condition of the goods, the following applies with regard to Rampf's liability for material defects of the goods:
- 11.2.1 If the goods have a material defect at the point time of the transfer of risk and the purchaser has properly fulfilled his legal and contractual examination and defect notification obligations, if requested to do so by the purchaser Rampf must offer the purchaser the choice of supplementary performance in the form of defect remedying or delivery of defect-free goods.
- 11.2.2 The supplementary performance includes neither the removal of the defective goods nor re-installation if Rampf was not originally obliged to install the goods.
- 11.2.3 The cost of checking and supplementary performance, particularly transport, handling, labour and material costs shall be borne by Rampf if a material defect actually exists (but the removal and installation costs of the goods only if Rampf was originally obliged to install the goods). Otherwise, Rampf can demand repayment of the costs incurred by Rampf because of the purchaser's unjustified request for defect remedying (particularly checking and transport costs), unless the lack of defectiveness of the goods was not recognisable to the purchaser.
- 11.2.4 If the type of supplementary performance chosen by Rampf is unsuccessful (defect remedying or delivery of defect-free goods) or fruitless expiry of an appropriate deadline given to Rampf by the purchaser for supplementary performance, the purchaser has the choice of reducing the purchase price of the goods or withdrawal from the contract. However, the purchaser shall not be entitled to withdraw if the defect is only minor.
- 11.2.5 Claims for compensation from the purchaser in the event of a material defect or the reimbursement of unnecessary expenditure also exist if the goods are only defective to the extent specified in section 12 and are otherwise ruled out.
- 11.2.6 The regulations in sections 478, 479 of the BGB (delivery recovery) are unaffected.

12.0 Other liability

- 12.1 Unless otherwise specified in these T&C including the following conditions, Rampf shall be liable for infringements of contractual and non-contractual obligations in accordance with the legal regulations.
- 12.2 Rampf is liable for compensation claims - regardless of the legal reason - within the scope of the fault-based liability in the event of intent and gross negligence.
Rampf is only or exclusively liable for compensation claims for slight negligence - regardless of the legal reason -
- in the event of damage to life, limb or health,
 - in the event of the infringement of important contractual obligations, i.e. those contractual obligations shows fulfilment makes the proper performance of the contract possible in the first place, and adherence to which the purchaser trusts and may trust in regularly, with regard to the or limited to the damage that was foreseeable and typical when the contract was concluded,
 - in cases in which liability exists for personal injury or property damage to privately used objects in the event of defects in the goods in accordance with the product liability act.

- in the event of defects in expressly assured characteristics of the goods if the assurance had the purpose of protecting the purchaser against damage that does not occur at the goods, and
- in the event of maliciously concealed defects or the taking over of a guarantee for the condition of the goods.

12.3 The liability of Rampf for damage to the purchaser caused by late delivery is covered in section 5.5.

12.4 The liability exclusions and liability limits resulting from this section 12 apply accordingly for claims made by the purchaser against the legal representatives and vicarious agents of Rampf.

13. Statute of limitations

13.1. Deficiency claims shall become time-barred in the event of s. 438 para. 1 no. 3 of the BGB in one (1) year from the legal start of limitation. In the event of s. 438 para. 1 no. 2 of the BGB they shall become time-barred in two (2) years from the legal start of limitation.

13.2. The legal limitation period (s. 195 of the BGB) for other contractual and non-contractual claims against Rampf is two (2) years from the legal start of limitation.

13.3. Mandatory statutory limitation period shall remain unaffected. If the use of the legal limitation rules would lead to earlier onset of the statute of limitations of purchaser claims against Rampf than the above-mentioned regulations, the legal limitation period applies.

13.4. If a reduced limitation period exists in accordance with this section 13 for claims against Rampf, this also applies to any purchaser claims against the legal representatives or vicarious agents of Rampf from the same liability cause.

14. Third party protection rights

The purchaser is liable for ensuring that the protection rights of third parties are not infringed by the manufacture and delivery of goods due to the information, drawings, models and samples made available by Rampf. The purchaser must release and indemnify Rampf from all claims from third parties and all expenditure relating to this on first request.

15. Applicable law, place of jurisdiction and severability clause

15.1. For these T&C and all legal relationships between Rampf and the purchaser, the law of the Federal Republic of Germany applies, excluding the CISG and UN purchase law.

15.2. The exclusive (also international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship concerning the goods is Ulm/Danube (Federal Republic of Germany). However, Rampf is also entitled to sue the purchaser at its own place of jurisdiction.

15.3. If a condition of these T&C is or becomes ineffective, the legal validity of the other conditions of these T&C shall not be affected. In the event of an ineffective condition, the parties to the contract are obliged to negotiate an effective and reasonable replacement regulation that comes as close as possible to the ineffective condition; the same applies in the event of a gap.