

# Terms and Conditions

as of 03/2018

## ARTICLE I - Scope of application

1. All of the seller's deliveries, services and offers shall be solely based upon these General Terms and Conditions. These shall constitute an integral part of all agreements the seller concludes with his/her contractual partners (hereinafter also referred to as "buyers") for the deliveries or services offered by him. They shall also apply for all future deliveries, services or offers to the buyer, even if they have not again been stipulated separately.

2. Terms and conditions of the buyer or a third party shall not apply, even if the seller does not separately object to their applicability in any individual case. Even if the seller makes reference to written communication containing or referring to the terms and conditions of the buyer or a third party, this does not suggest any agreement to the validity of such terms and conditions.

## ARTICLE II - Offer; conclusion of contract

1. All offers made by the seller are non-binding and subject to change, provided that they have not been expressly identified as binding.

2. The legal relationship between the seller and the buyer is solely governed by the written sales contract entered into which includes these general terms and conditions. Oral agreements made by the seller before concluding this contract are not legally binding and oral agreements of the contracting parties shall be replaced by the written contract.

## ARTICLE III - Prices; payment

1. Prices shall apply for deliveries within Germany by our standard freight carrier. Additional or special services will be calculated separately. Prices are indicated ex works plus the costs for packaging, statutory sales tax, and, in the case of export deliveries, additional customs duty, as well as any fees and other public levies.

2. The seller reserves the right to apply a price surcharge.

3. The invoice amounts are due within 30 days after the date of issue without any deduction, provided that nothing else has been agreed upon in writing. The invoice amount is payable in cash, by credit card, via PayPal or bank transfer. The relevant date of payment is the date the payment is credited to the account of the seller. In the event of payment default on the part of the buyer, the outstanding amount shall be subject to a charge of 5 percent interest per annum starting at the date the payment was due. The application of higher interest rates and additional damages in the event of payment default remains unaffected. We reserve the right to make certain payment methods subject to a credit check or to a maximum order amount. Any direct debit mandate given applies for further orders too until this mandate is revoked.

4. Discounts which have been granted shall only apply in connection with the total amounts indicated in the offer along with the order values agreed upon, the quantity of deliveries, as well as payment and delivery terms. Subsequent reductions or changes to the total order shall result in the elimination of special terms.

5. Setting off counterclaims of the buyer or retention of payments due to those claims shall only be permissible to the extent that the claims are indisputable or deemed legally valid.

## ARTICLE IV - Special production

In the case of special orders, short deliveries or additional volumes supplied up to 10 % of the order quantity respectively are unavoidable and must therefore be accepted by the buyer.

## ARTICLE V - Information on delivery time

1. Delivery shall be made ex works.

2. Terms and deadlines proposed by the seller for deliveries and services are always only approximate unless a fixed term or a fixed deadline has expressly been promised or agreed upon. If shipping has been agreed upon, delivery dates and deadlines refer to the time that freight forwarder, shipping agent, or other third party appointed to execute transport have been notified that the goods are ready for delivery.

3. The seller is not liable for deliveries that are not possible or for delays in delivery to the extent that these have been caused by acts of God or other events which were not foreseeable at the time of concluding the contract (e.g. operating disruptions of any type, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, workforce, energy or raw materials shortages, difficulties in procuring necessary official permits, official measures, non-delivery, incorrect or late delivery by suppliers). Exceptions only apply if the seller is responsible for the respective occurrence.

4. If the events specified in paragraph 3 substantially complicate the delivery or service or make it impossible for the seller and the hindrance is not just of a temporary nature, the seller is entitled to withdraw from the contract. Hindrances of a temporary nature shall prolong the delivery or service deadlines or postpone the delivery or service deadlines for a period equal to the length of the hindrance plus an appropriate lead time. If as a result of the delay the buyer cannot reasonably be expected to accept the goods or services, the buyer may withdraw from the contract by immediately declaring this to the seller.

## ARTICLE VI - Shipment; identification marking; risk transfer

1. Shipping and packaging are subject to the judgment of the seller taking their responsibilities into account.

2. The supplied products and packages shall only be marked according to German requirements.

3. The risk is transferred to the customer at the latest when the delivery item is handed to the shipper, carrier or other third party tasked with making the shipment (the start of the loading process is the relevant moment in time here).

4. The provisions of paragraph 3 also apply if there is a partial shipment or where the seller has taken on other services in addition.

## ARTICLE VII - Blanket orders

1. At the latest, blanket orders shall be accepted within six months of concluding the contract unless otherwise agreed upon in writing between the parties.

2. After expiration of the acceptance period, the seller is permitted to deliver the goods that have not yet been accepted by then.

## ARTICLE VIII - Expense fee in the case of small orders

In the case of a low net value of goods or other additional occurrence of expense, the seller shall charge proportionate handling fees to the buyer, which must be paid. The exact amount of handling fees to be paid by the buyer can be found at <http://rampa.com>.

## ARTICLE IX - Warranty; material defects

1. The warranty period shall be stipulated as one year from delivery or, to the extent that acceptance is required, from the time of acceptance.

2. The delivered items are to be inspected carefully without delay upon delivery to the buyer or a third party specified by the same. With regard to evident defects or other deficiencies that would be considered to have been visible during a careful and immediate examination, the items supplied shall be deemed accepted by the buyer if a written complaint has not been received by the seller within seven working days after delivery. With regard to other defects, the items supplied shall be deemed accepted by the buyer if complaint has not been received by the seller within seven working days after the date the defect appeared. If the defect had already been recognizable to the buyer at an earlier point in time during normal use however, this earlier point in time shall be deemed the beginning of the period allowed for examination and sending notice of a defect or deficiency. Upon request of the seller, an item supplied that is subject to complaint shall be sent back to the seller free of shipping charges. In the event of justified complaint, the seller shall reimburse the costs of the most favorable dispatch route; this does not apply if an increase in cost occurs due to the item supplied being located at a place other than the location for its intended use.

3. In the event of material defects in delivered goods, the seller shall, at his/her own discretion and within a reasonable period, be obliged and entitled to undertake a removal of defects or provide a replacement delivery. If the event of failure to rework goods or supply replacement goods, i.e. in case of impossibility, unreasonableness, refusal or unreasonable delay, the buyer may withdraw from the contract or reduce the purchasing cost appropriately.

4. If the seller is to blame for a defect, the buyer may demand compensation under the conditions stipulated in art. 10.

5. The warranty shall become invalid if the buyer modifies the item supplied or has it modified by a third party without the seller's consent thereby making removal of defects impossible or unacceptably difficult. In any case, the buyer must bear the additional costs incurred by the removal of defects.

6. A delivery of used items agreed with the buyer on an individual basis shall be excluded from any warranty on material defects.

## ARTICLE X - Liability for compensation in the event of default

1. Regardless of the legal grounds but in particular due to impossibility, delay, defective or incorrect delivery, infringement of contract, neglect of duties in contract negotiations, and prohibited action to the extent that there is a question of blame in each case, the seller's liability for damages is limited in accordance with this art. 10.

2. The Seller shall not be liable in the event of simple negligence of his/her governing bodies, legal representatives, employees or other vicarious agents unless a violation of obligations under the contract is involved. Essential contractual obligations include the obligation to make punctual deliveries that are free of defects which may impact the reliability or fitness for use of the items supplied more than insignificantly, as well as obligations concerning consultancy, protection and custody obligations, which are to facilitate the contractual use of the item supplied to the buyer or which entail protecting life and limb of the buyer's personnel or the buyer's property from considerable damage.

3. In so far as the seller is liable for damages on the grounds of and in accordance with art. 10 para. 2, this liability shall be limited to damages which the seller foresaw as a possible consequence of an infringement of contract during conclusion of the contract or which the seller should have foreseen if the seller had exercised due care and attention. Indirect damages and consequential damages that result from defects of the item supplied are only subject to compensation to the extent such damage is to be typically expected when using the item supplied as intended.

4. In the event of liability for simple negligence, the seller's obligation to provide compensation for material damage and financial damage resulting thereof is limited to an amount of EUR 5,000,000.00 per compensation claim (corresponding to the current amount of coverage of the seller's product liability insurance or third party liability insurance), even though it involves an infringement of basic contractual obligations.

5. The aforementioned exclusions of liability and limitations apply to the same extent in favor of the governing bodies, legal representatives, employees and other vicarious agents of the seller.

6. The products supplied by the seller comply with respective technical requirements made on the production of such products. The seller assumes no liability for their suitability with regard to the specific way they are used by the buyer. With regard to technical specifications, the buyer must receive written confirmation from the seller as to what extent the respective product is suitable for the intended type of use.

7. To the extent that the seller provides technical information or is active in an advisory role and this information or advice is not part of the contractually agreed scope of services, this is to be provided free of charge and excluded from any and all liability.

8. The limitations of this art. 10 do not apply to the seller's liability on account of deliberate actions, for guaranteed characteristics, fatalities, physical injuries, or health or according to the product liability law in force.

## ARTICLE XI - Reservation of title

1. The following agreed reservation of title serves as security for all and any demands of the seller against the buyer, existing now and in the future, arising out of the supply relationship existing between the contracting parties (including any balance claims from a current account limited to this supply relationship).

2. The goods supplied to the buyer by the seller remain under the ownership of the seller until complete payment of all secured claims. The goods and any goods taking their place and subject to reservation of title shall hereinafter be referred to as the "reserved goods".

3. The buyer stores the reserved goods free of charge for the seller.

4. The buyer is entitled to process and sell the reserved goods within the course of orderly business practices until enforcement of default takes place (para. 9). Assignments and pledges of collateral security are not permitted.

5. If the reserved goods are processed by the buyer, it shall be agreed to that processing takes place on behalf of and for the account of the seller as the manufacturer. Thereby, the seller directly acquires ownership or – if the processing involves materials provided by several owners or the value of the processed goods exceeds that of the goods supplied – joint ownership (co-ownership) of the item, which has been newly created, proportional to the value of the reserved goods and the value of the new item. In the event that no such acquisition of ownership on the part of the seller occurs, the buyer henceforth transfers his/her future ownership or – in the relationship mentioned above – joint ownership of the newly created item to the seller as collateral. In the event that reserved goods combine with other articles to constitute a distinct article or are inextricably combined therewith and if one of the other goods can be seen as the main part, the seller, to the extent that ownership can be ascribed to him, transfers proportional joint ownership of the distinct article to the buyer in the relation to that which has been stipulated in sentence 1.

6. In the event that the reserved goods are resold, as a precaution, the buyer shall with immediate effect undertake to assign any claims against the acquirer to the seller – in case of the seller's co-ownership of the reserved goods, a proportionate amount according to the degree of ownership. The same shall apply to any other claims that take the place of reserved goods or otherwise accrue with respect to reserved goods, e.g., insurance claims or claims from unauthorized handling in the event of loss or damage. The seller shall confer revocable authorization to the buyer to collect, on the seller's behalf, the claims assigned to the seller. The seller may only revoke this power to collect in the event of enforcement of default.

7. In the event of any third party action against reserved goods, in particular by way of attachment, the buyer shall indicate the ownership of the seller and inform the seller immediately so that the seller may enforce his/her ownership rights. To the extent the third party is not able to reimburse the arising juridical or extrajudicial expenses to the seller, the buyer shall therefore bear liability to the seller.

8. The seller shall release reserved goods or the items or claims taking the place of reserved goods to the extent that the value thereof exceeds the sum of the secured claims by more than 50%. The selection of the items to be released remains at the discretion of the seller.

9. In the event of the seller's withdrawal from contract due to infringement of the agreement on the part of the buyer (enforcement of default) – including payment default in particular – the seller is entitled to demand restitution of the reserved goods.

## ARTICLE XII - Repackaging ban

The products or items supplied by the seller may not be repacked by the buyer and subsequently sold under the buyer's own name.

## ARTICLE XIII - Final provisions

1. If the buyer is a merchant, a legal entity under public law or a special fund under public law, or has no general jurisdiction in the Federal Republic of Germany, at the seller's option, the place of jurisdiction for any and all disputes arising from business relations between the buyer and the seller shall be Lübeck or the headquarters of the buyer. However, Lübeck shall be the exclusive place of jurisdiction for any and all claims filed against the seller in these cases. Mandatory legal provisions concerning exclusive jurisdiction remain unaffected by this regulation.

2. The laws of the Federal Republic of Germany shall exclusively govern the relationship between the seller and the buyer. The United Nations Convention on Contracts for the International Sale of Goods from April 11, 1980 (CISG) shall not apply.

3. In so far as the contract or these General Terms and Conditions contain any regulatory gaps, the legally effective provisions shall apply which the contracting parties would have agreed upon in accordance with the commercial objectives of the contract and the purpose of these General Terms and Conditions if they had they had been aware of the regulatory gaps.