

General Terms and Conditions of Sale and Delivery



RAMPF[®]
discover the future

§ 1 General

- (1) Our General Terms and Conditions shall apply to all our offers, deliveries and services (hereinafter referred to as **"GTC"**). The following Terms and Conditions shall only apply to entrepreneurs according to Section 14 German Civil Code, legal entities under public law or an asset under public law (hereinafter referred to as the **"Customer"**).
- (2) Our GTC shall apply exclusively. We shall not accept different general terms and conditions of the Customer unless they have been confirmed by us in writing.
- (3) Our GTC shall also apply if we effect delivery without reservation while being aware of conflicting or different general terms and conditions of the Customer. Within a permanent business relationship, our GTC shall also apply to all our future offers, deliveries and performances relating to the Customer without requiring any further reference or agreement.
- (4) Any reference to the application of statutory provisions are for clarification purposes only. Insofar as the statutory provisions are not directly amended or expressly excluded by these GTC, the statutory provisions shall apply even without such clarification.

§ 2 Conclusion of Contract, Scope of the Delivery, Prohibition of Assignment

- (1) As a general rule, our offers are free of charge and nonbinding, unless agreed upon otherwise in writing. Any contract or agreement requires our written acceptance of order or our delivery of the goods. The same shall apply to any amendments, changes or side agreements.
- (2) Our written acceptance of order or, in the event of lack of such acceptance of order, our offer shall be authoritative for the scope of delivery and the service to be rendered.
- (3) All information about our products, in particular pictures, sizes, performance criteria and any other technical data contained in our offers and brochures shall be regarded as approximate average values. Tolerances in quantity, weight, number of pieces and dimensions customary in this line of business are expressly reserved.
- (4) All documents and data on which our offer is based, such as technical drawings, illustrations, descriptions, weights and sizes, shall only be binding if expressly agreed upon in writing. We reserve the right to make minor changes and modifications to the extent such changes or modifications do not substantially impair the purpose of the contract and the delivery. All documents and data on which our offer is based remain our property. Such documents may neither be retained nor copied or otherwise reproduced or made available to third parties by the Customer and have at our option either to be handed out to us or have to be deleted immediately upon our request. Even if we leave these documents to the Customer, our intellectual property rights remain unaffected hereby.
- (5) The Customer shall not be entitled to assign any claims against us without our prior written consent. The same shall apply to any of the Customer's claims against us in connection with the contractual relationship which have arisen by operation of law.

§ 3 Delivery Times, Scope of Delivery, Deviations in Quantity

- (1) If a term of delivery is agreed, such term shall begin at the earliest with the date of conclusion of contract, however, not before complete clarification of all commercial and technical questions and not before delivery of all necessary documents and approvals to be provided by the Customer and/or receipt of any advance payments that may have been agreed upon.
- (2) Delivery shall be "EXW", Incoterms 2020. The Customer shall be obliged to collect the goods without undue delay after notification of dispatch readiness. The period of delivery shall be deemed to have been met if the goods are sorted out and ready for dispatch within the agreed period and the Customer has been notified of this. In the case of a contractually agreed sales shipment, the delivery period shall be deemed to have been met if the goods has been handed over to the forwarding agent within the agreed period or was ready for handover and could not be handed over through no fault of our own.
- (3) A term of delivery shall be extended appropriately in the event of Force Majeure or any unforeseen obstacles which affect us or our suppliers. Such an unforeseen and extraordinary obstacle includes but is not limited to the event of unrest, strike, lockout, fire, confiscation, embargo, statutory or official orders and constraints or incorrect and/or delayed selfsupply, if and to the extent such obstacles have not been caused by us and such obstacles have influence on our ability to timely fulfil our obligations under the contract. If due to such circumstances the term of delivery shall be extended for a commensurate period of time, either Party shall be entitled to withdraw from the contract after expiry of such extended term of delivery. If the Customer is interested in partial performance of the contract, he may withdraw from such part of the contract that is yet unfulfilled. If we have already performed in part, the Customer may only withdraw from the entire contract if the Customer can evidence that he has no interest in partial delivery and/ or service by us. Further statutory or contractual rights to withdraw from the contract remain unaffected hereby.
- (4) If we should be in delay of delivery and after a reasonable grace period defined by the Customer has expired unsuccessfully, the Customer shall be entitled to withdraw from the entire contract or, if the Customer is interested in partial performance of the contract, withdraw from such part of the contract that is yet unfulfilled. Further claims of any kind, in particular claims for damages based on

bad performance or damage caused by delay, are excluded. § 8 remains unaffected hereby. If and to the extent we are liable for damages caused by delay according to § 8, the amount of damages is limited to an amount of 0,5 % up to 5 % of the value of that part of the delivery that cannot be used by the Customer due to the delay of delivery. The parties are free to demonstrate that the actual damage actually incurred was higher or lower than this amount. We are entitled to deliver before the expiry of the delivery date and to deliver in partial deliveries, unless agreed upon otherwise in writing.

- (5) If the Customer is in default or is otherwise responsible for a delay in shipment of the goods, we may store the goods at the Customer's risk and expense. The costs of storage at the supplier's premises shall be charged at a minimum of 0.5% of the purchase price per month incurred up to a maximum of 5% of the purchase price. After notice and unsuccessful expiry of a subsequent period of delivery of the goods, we may withdraw from the contract and claim damages instead of performance of the contract.
- (6) We are entitled to deliver 5 % more or less than the agreed quantity. Shortfalls shall result in a proportional deduction of our remuneration, surplus quantities shall result in a proportional increase of our remuneration.
- (7) In the event of delivery of several components for compounds, for which we have determined a certain mixing ratio, these components are delivered in certain packaging units which may result in surplus quantities which are not needed by the Customer. We shall be under no obligation to take such surplus quantities back.

§ 4 Prices, Payments, Partial Payments

- (1) Our stipulated prices shall be on an "Ex Works" basis and are net prices excluding VAT at the rate applicable at a time (even if not separately shown), costs for packaging, freight, assembly, postal charges, insurance costs, customs duties, any costs for bank or payment transactions as well as any other additional costs will have to be paid in addition.
- (2) At the latest 14 days after the receipt of the invoice and delivery of the goods or acceptance of the goods, the purchase price is due and payable. Upon expiry of the above payment period, the Customer shall be in default. When the Customer is in default of payment, the Customer shall pay interest at a rate of annually nine (9) percentage points above the respective base interest rate. In addition, in the event of default, we reserve the right to charge a flat fee for default in the amount of EUR 40.00 in accordance with § 288 sect. (5) BGB (German Civil Code). Further contractual and statutory rights remain unaffected by this.
- (3) In the event of delay of payment we are entitled to make any further deliveries dependant on the complete settlement of such outstanding payments.
- (4) Unless agreed upon otherwise in writing, we are entitled to unilaterally raise the prices and/or charges for freight in the event of substantial increases of salaries, prices of raw materials and supplies, energy costs, costs for freight and customs duties or other materials. The same shall apply to contracts for the performance of a continuing obligation.
- (5) If payment terms are not complied with or circumstances become known or visible which – according to our reasonable commercial discretion give reason to doubt the credit worthiness of the Customer including facts which already existed at the time of the conclusion of the contract, but which were not known by us or which of which we didn't have to be aware of, we are entitled to refuse our performance and to demand advance payments or the provision of adequate securities for outstanding deliveries and to withdraw from the contract after a reasonable grace period to provide such securities has expired; further statutory rights remain unaffected hereby. The Customer shall be liable for all damages incurred by us by the nonfulfilment of the contract.
- (6) Upon delay of payment of our Customer, suspension of payment or the opening of an insolvency proceeding with respect to the Customer's assets, all our claims become immediately due for payment. This applies also in the event of agreed terms of credit or if the claim is not yet due for payment for some other reason. Furthermore, this shall apply irrespective of the term of a draft which we have accepted.
- (7) The Customer may only exercise rights of setoff and retention to the extent that such counter claims are undisputed or have been established by a court of law in an unappealable manner.
- (8) Cheques and drafts will only be accepted as means of payment after previous agreement in writing. Any costs incurred by us resulting from such a payment shall be borne by the Customer.

§ 5 Passing of Risk, Dispatch, Packaging

- (1) Unless agreed upon otherwise in writing, our deliveries are carried out on "EXW" Incoterms 2020.
- (2) Unless agreed upon otherwise, the risk of accidental loss passes to the Customer no later than when the good has been sorted out and the Customer has been notified that it is ready for shipment. In the case of contractually agreed sales shipment, the risk of accidental loss of the good shall pass to the Customer if the good has been handed over to the person in charge of the transport. This shall also apply if we are in charge of the transport even if we bear the costs for packaging and shipment.
- (3) We may at our discretion determine the method of packaging, unless agreed upon otherwise in writing.

General Terms and Conditions of Sale and Delivery

- (4) Insofar as we are obliged to take back the packaging due to mandatory statutory provisions or official regulations based thereon, packaging material shall only be taken back at our premises. Unless otherwise agreed in writing, the Customer shall bear the costs of return transportation or independent disposal. If the returned packaging also includes material that does not originate from our deliveries, we may refuse to take back the packaging delivery. At our request, the Customer shall provide suitable documents to prove that the returned packaging material is from our deliveries. In case that the returned packaging includes material that does not originate from our deliveries to the Customer, the Customer shall be obliged to reimburse us for the costs incurred for disposal.
- (5) A transport insurance is only provided upon the Customer's written request and only if the costs are borne by the Customer.
- (6) In case that it has been agreed that we bear the risk of accidental loss of the goods, the Customer shall be obliged to inspect the goods delivered for external transport damage without undue delay upon arrival of the goods and in the presence of the transport person. The Customer shall be obliged to notify the transport person of any externally visible loss or damage to the goods at the latest upon arrival, clearly marking the loss or damage, and to inform us without undue delay in writing. Loss or damage that is not externally visible must be reported to us in writing within 5 calendar days. In addition, the provisions of § 438 HGB (German Commercial Code) and the obligation to give notice of defects pursuant to § 7 sect. (5) shall apply.

§ 6 Retention of Title

- (1) We retain the title to all goods delivered by us until complete fulfilment of all claims resulting from the business connection with the Customer including claims resulting from cheques and drafts. If payment is agreed upon with the Customer on the basis of cheque-draft-procedure, the retention of title shall last until the danger of recourse has ceased to exist.
- (2) The Customer shall, at any time at our request or in the event that he becomes bankrupt and/or unable to pay due invoices, has filed an application for opening of bankruptcy proceedings or such an application has been rejected for lack of assets, to visibly mark the goods subject to retention of title with "owned by RAMPF Advanced Polymers GmbH & Co. KG" on the outside.
- (3) The Customer shall handle the goods subject to retention of title with care; in particular, he shall adequately insure these goods at replacement value against damages caused by fire, water and theft. If and to the extent maintenance and inspection services are required, these services shall be effected by the Customer in a timely manner.
- (4) Any processing of the delivered goods by the Customer will be done for us as producer according to § 950 German Civil Code. If the delivered item is processed or inseparably connected with other items not belonging to us, we acquire joint ownership of the new goods. The share of the joint ownership corresponds to the relation of the invoice value of the delivered item to the invoice values of the other used items. The Customer is authorized to process the delivered item in the ordinary course of business, provided that the aforementioned security interests are preserved.
- (5) The Customer is entitled to sell the delivered items in the ordinary course of business provided that the extended retention of title (assignment of claims according to subsection 5) is ensured. Any other acts of disposal, in particular transfer, transfer by way of security, pledge or the like shall not be permitted.
- (6) The Customer hereby assigns to us all claims resulting from the resale of the delivered goods to third parties. We hereby accept this assignment. If the good subject to retention of title is jointly owned by us, such assignment shall only relate to the amount of our claims against the Customer.
- (7) The Customer is authorized to collect the assigned claims for the account of us in his own name in the ordinary course of business and only revocably. Any revocation may only occur if the Customer has not correctly fulfilled his duties, in particular his payment duties, if he is insolvent or unable to pay, if he has applied for the opening of an insolvency proceeding or the opening of such proceeding has been refused due to lack of sufficient assets. If the permission to collect has been revoked, the Customer shall notify the debtor of the assignment. Furthermore we are entitled to disclose the extended retention of title to the Customer's client.
- (8) The Customer's authorization to dispose of, to process or to collect the assigned claims shall terminate without express revocation in the event an insolvency proceeding is opened or the opening is refused due to lack of sufficient assets, cessation of payments, a filing for insolvency concerning the Customer's assets by the Customer or a third party or in the event of establishment of inability to pay or overindebtedness. In these events as well as in the events of § 6 sect. (7) we are entitled to withdraw from the contract and to request the return of the good subject to retention of title after reminder and fruitless expiry of an appropriate additional respite. The Customer is obliged to release such goods. The proceeds resulting from the collection of the goods subject to retention of title minus the collection costs shall be deducted from the obligations vis-à-vis us.
- (9) In the event the Customer's authorization to collect the assigned claims is revoked, the Customer shall immediately disclose to us in writing the name of the assigned claim's debtor and the amount of the claims.
- (10) If the realisable value of the securities allowed according to the abovestated regulations exceeds our claims more than 20 %, we will at our discretion release our securities upon the Customer's request.

- (11) The Customer shall immediately inform us in writing about third parties' access to the goods subject to retention of title, the assigned claims or any other documents and data. Any costs incurred by a legal defense of the goods subject to retention of title including costs vis-à-vis third parties shall be borne by the Customer.

§ 7 Warranty

- (1) The statutory provision to the Customer's rights in the event of material defect or defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions) shall apply, unless otherwise specified below. In all cases, the statutory provisions on the sale on consumer goods (§§ 474 ff. BGB – German Civil Code) and the rights of the Customer arising from separately issued guarantees in accordance with § 7 sect. (4) shall remain unaffected.
- (2) Our liability for defects shall be based on the agreed specifications and intended use of the goods (including accessories and instructions). Our product description, which was provided to the Customer before he placed his order or was included in the contract in the same way as these terms and conditions, shall be binding. In the event that no quality or specifications has been agreed upon, the fact that a defect exists shall be assessed in accordance with the provisions of § 434 sect. (3) BGB (German Civil Code).
- (3) Any warranty rights are available to the original Customer only and may not be assigned to a third party without our consent.
- (4) Certain characteristics are only considered as guaranteed if expressly confirmed in writing. A guarantee shall only be deemed issued if a characteristic is expressly denominated as "guaranteed" in writing.
- (5) In principle, we shall not be liable for defects which the Customer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB – German Civil Code). The Customer shall immediately give notice in writing of any kind of obvious material defects, deviations in quantity and false deliveries, at the latest within 14 days after delivery, in any case before connection, mixture, processing or installation; otherwise, the goods are considered to be approved despite these defects, unless we, our legal agents or our vicarious agents have acted with fraudulent intent. The Customer shall immediately give notice in writing of any hidden material defects, at the latest within 14 days after their discovery. If the Customer fails to properly inspect the goods and/or report defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the Customer shall in particular have no claims for damages of corresponding costs ("removal and installation costs"). In addition, §§ 377, 381 German Commercial Code shall apply. § 5 sect. (6) of this GTC remains unaffected by this.
- (6) The processing or installation of delivered items is always deemed to be a waiver of the notice of defects to the extent the defect was obvious.
- (7) The Customer shall give us the opportunity to jointly assess the notified complaints and to be present at any withdrawal for material examination.
- (8) Subject to the following provisions of this sect. (8), the limitation period for the Customer's claim for defects shall be one year, calculated from the start of the statutory limitation period, in deviation from § 438 sect. (1) No. 3 BGB (German Civil Code). In the case of a building and an item that has been used for a building in accordance with its normal use and has caused its defectiveness, however, the statutory limitation periods shall apply, § 438 sect. (1) Nr. 2 and § 634a sect. (1) Nr. 2 BGB (German Civil Code). Further special statutory provisions on the limitation period (in particular § 438 sect. (1) No. 1, sect. (3), §§ 444, 445b BGB – German Civil Code) shall also remain unaffected. In case that we have fraudulently concealed a defect, the statutory limitation periods shall apply to any claims for damages. The statutory periods of limitation shall also apply to the limitation of any claims for damages by the Customer due to defects if we are guilty of intent or gross negligence, the claim for damages is based on injury to life, limb or health or on the Product Liability Act (Produkthaftungsgesetz).
- (9) Our warranty for defects of quality and defects of title shall be limited to supplementary performance. Within the scope of our supplementary performance obligation, we are entitled, at our discretion, either to remedy the defect (supplementary performance) or to the delivery of faultless material (replacement). If our supplementary performance is delayed beyond a commensurate period of time or if the supplementary performance is unsuccessful despite repeated efforts, the Customer is entitled to reduce the purchase price or to withdraw from the contract. A withdrawal from the contract is excluded if the defect is irrelevant. Furthermore, in the event of faultless partial deliveries, the Customer may only withdraw from the entire contract if he can evidence that he has no interest in the partial performance. Further claims, in particular claims for reimbursement of expenses and claims for damages, are excluded unless provided otherwise in the following § 8 We shall take title to the replaced parts or, as the case may be, they remain our property and they shall be returned to us upon our request. However, the Customer has no right of return of the goods.
- (10) The Customer shall return the defective good to us for subsequent improvement or replacement at his own risk, unless a reshipment is not possible because of the kind of delivery. We shall bear the costs for transportation due to supplementary performance, however only from the place where the good has been

delivered to according to the terms of contract and limited by the amount of the purchase price. If there is in fact no defect, we may claim the costs incurred as a result of the unjustified request to remedy the defect from the Customer, when the Customer knew or could have recognized that there was in fact no defect.

- (11) The Customer has to give us the necessary time and opportunity for subsequent improvement or replacement. Only in the event of urgent cases of risk to the plant safety, the protection against unreasonably high damages or delay with the removal of defects, the Customer shall be entitled to cure the defect by himself or by a third party after prior written notice and to demand from us restitution of the necessary costs. The right of selfremedy shall not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- (12) Claims of the Customer for reimbursement of expenses pursuant to § 445a sect. (1) BGB (German Civil Code) are excluded, unless the last contract in the supply chain is a consumer of goods (§§ 478, 474 BGB – German Civil Code) or a consumer contract for the provision of digital products (§ 445c sentence 2, 327 sect. (5), 327u BGB – German Civil Code). The Customer's claim for damages or reimbursement of futile expenses (§ 284 BGB – German Civil Code) shall only exist in accordance with § 8 and § 7 sect. (8), even in the event of defects in the goods.
- (13) In the event of legitimate notices of defects, payments by the Customer may only be withheld in an adequate proportion to the material defects occurred.
- (14) Claims based on defects are excluded in the event of minor deviations from the agreed or usual characteristics or utility, e.g. minor differences in color, dimension and/or quality or performance features of the products.
- (15) The recognition of a material defect always requires the written form.
- (16) The warranty rights only extend to new products. Unless agreed upon otherwise, used products are sold as is under exclusion of any warranty rights.
- (17) Improper or incorrect use, defective installation or operation by the Customer or a third party, fair wear and tear, defective or careless treatment, improper maintenance, inappropriate operating materials, defective constructions works, improper building ground, mechanical, chemical, electronic, electric and comparable influences which do not correspond to the average standard influences are not subject to any warranty rights.

§ 8 Liability

- (1) Unless otherwise stated in these GTC including but not limited to the following provisions, we shall be liable in the event of a breach of contractual and noncontractual obligations in accordance with the statutory provisions.
- (2) We shall be liable for damages, out of which legal grounds, within the scope of faultbased liability in cases of intent and gross negligence. However in the event of simple negligence, our liability for damages, out of which legal reasons whatsoever, shall be limited – subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty) – to
- culpable injury of life, body, health
 - culpable material breach of contract
- (3) The limitations of liability resulting from this sect. (2) shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with the statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of goods has been given and for claims of the Customer under the Product Liability Act (Produkthaftungsgesetz).
- (4) An material breach of contract is given, when an obligation whose fulfillment is essential for the due execution of the contract and on whose fulfillment the Customer regularly relies and may rely.
- (5) In the event of a culpable material breach of contract, our liability is limited to losses reasonably foreseeable and typical for this kind of contract.
- (6) The foreseeable loss typical for this kind of contract shall generally be the amount of the contract value of the particular performance.

§ 9 Technical Data Sheets, Processing Advice/Consultancy

- (1) The required quality of our goods shall be limited by our technical data sheets. The Customer cannot expect any characteristics from our goods which are not set out in our technical data sheets, unless expressly confirmed by us as warranted in writing.
- (2) We expressly advise the Customer to carefully study the technical data sheets and our processing advices. Particularities regarding the treatment and processing may apply according to circumstances.
- (3) Consumption data are based on experience and may strongly differ according to the individual treatment and processing.
- (4) All our consultancy services regarding our goods and their use and characteristics are rendered nonbindingly.

§ 10 Confidentiality

- (1) The Customer shall keep secret all our trade secrets and all our product know how and technical knowledge of which he comes to know during the business relationship with us.
- (2) Specifically excluded from the foregoing obligation is any and all information that:
- is already known to the Customer at the time of disclosure as evidenced by the records of the receiving party, or thereafter is independently developed by the Customer without breach of this Agreement;
 - is already in the public domain at the time of disclosure, or thereafter becomes publicly known through no wrongful act of the Customer;
 - is rightfully received from a third party without breach of this Agreement.

§ 11 Place of Jurisdiction, Applicable Law

- (1) If the Customer is a businessman within the meaning of the HGB (German Commercial Code), a legal entity under public law or a special fund under public law, the exclusive jurisdiction, including the international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Grafenberg, Germany. The same shall apply if the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTC or an overriding individual jurisdiction agreement or at the Customer's general place of jurisdiction. Mandatory statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
- (2) All disputes arising from contracts to which these GTC apply and all disputes arising from business relationship between us and our Customer shall exclusively be governed by German law excluding the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.

Status: July 1st, 2024