



# General Purchasing Conditions

## § 1 Scope of Terms

- (1) Our General Purchasing Conditions shall apply to all deliveries and services performed to us, unless agreed upon otherwise.
- (2) Our General Purchasing Conditions (hereinafter referred to as "GPC") shall apply exclusively; we shall not accept any conflicting or different GPC of the Supplier, unless agreed upon in writing. Our GPC shall also apply when we accept deliveries of the Supplier without reservation while being aware of conflicting or different terms of the Supplier.
- (3) All between us and the Supplier for the purpose of executing a contract shall be put into writing in this contract.
- (4) The following GPC shall only apply to entrepreneurs according to Section 14 German Civil Code, legal entities under public law or an asset under public law.
- (5) Within a permanent business relationship between the Supplier and us, the following GPC shall also apply to all our future orders without requiring any further reference or agreement.

## § 2 Conclusion of Contract – Offer Documents

- (1) The creation of offers and cost estimates by the Supplier is free and non-binding for us.
- (2) Offers to us shall include all relevant details that are necessary for a technical and economic assessment.
- (3) Delivery contracts (order and acceptance) and call-offs as well as their amendments and additions require written form; oral and telephonic orders require our written confirmation in order to be valid; this shall also apply in case of a subsequent amendment of orders already placed.
- (4) If the order or the call-off is not confirmed in written form within 5 working days after receipt by the Supplier, we shall be entitled to cancel the order without the Supplier being able to derive any claims from this.
- (5) We shall be entitled to require modifications of the object of the contract with regard to construction and design to a reasonable extent. The impacts, particularly on additional and reduced costs as well as on delivery dates, shall be appropriately settled by agreement.
- (6) We reserve ownership and copyright in images, drawings, calculations and other documents; they shall not be made accessible to third parties without our express written consent. They shall exclusively be used for the production on the basis of our order. Towards third parties, they shall be kept secretly; in this regard, § 10 subsection (1) shall apply in addition.

## § 3 Prices and Terms of Payment

- (1) The price shown in the order shall be binding. It shall include all services and ancillary services, unless they are separately charged, which are necessary for a proper performance of the contract, e.g. auxiliary means. Unless otherwise agreed upon in writing, the price includes delivery "free house", including packaging. The return of packaging requires a separate agreement.
- (2) We shall pay the purchase price, unless agreed upon otherwise in writing, within 14 days, calculated from delivery respectively assembly and installation and receipt of a proper invoice, with a 3% discount or within 30 days after receipt of invoice net.
- (3) The invoice shall be sent to our postal address imprinted. It **shall not** be attached to a delivery.
- (4) We shall be entitled to exercise our set-off and retention rights to the statutory extent.
- (5) We reserve the right to choose the method of payment. In case of payment by check or draft, the timeliness of the payment solely depends on whether the check or the transfer order is received by the recipient or the bank within the payment period.
- (6) Invoices differing from the delivery or the performance of the Supplier shall only be deemed received by us from the moment of their correction in a proper invoice.
- (7) Payments effected by us shall not imply the acknowledgement of the delivery or service as being in conformity with the contract.

## § 4 Term of delivery

- (1) Terms of deliveries agreed upon shall be binding. Compliance with the delivery date shall be determined by the date of receipt of the delivery at our works.
- (2) Early deliveries shall only be accepted after prior written agreement.
- (3) The Supplier undertakes to inform us without delay in writing as soon as circumstances occur or become recognizable that indicate that the agreed delivery period cannot be met.
- (4) In the event of delay of delivery we shall be entitled to exercise the statutory rights. Especially, we shall be entitled to claim damages instead of performance and rescission after fruitless expiry of an adequate grace period. If we demand damages, the Supplier shall be entitled to prove that it is not responsible for the breach of duty.
- (5) The Supplier shall only be entitled to provide surplus or short deliveries or partial deliveries after written approval by us.
- (6) If the delivery date agreed upon cannot be complied with due to a circumstance for which the Supplier is responsible, irrespective of additional legal claims, we shall be entitled, at our own discretion, after the expiry of a reasonable additional period, to rescind the contract, to procure substitution from a third party and/or to demand compensation on grounds of non-fulfillment. We are entitled to claim compensation for all additional costs incurred due to delayed deliveries or performances for which the Supplier is responsible. The acceptance of delayed delivery or performance does not imply the waiving of claims for compensation.

- (7) If the Supplier fails to comply with the agreed delivery date, we shall furthermore be entitled to demand a contractual penalty which shall amount to 1% of the contract value for each commenced calendar week of the delivery delay every, but not more than 5% in the aggregate amount. The forfeiture of the contractual penalty shall not exclude the right to claim further damages under deduction of the contractual penalty. If we accept the goods or the performance despite of the delay, we shall be entitled to demand the contractual penalty without having reserved the right to do so when accepting the delayed delivery or performance. The Supplier shall be entitled to prove that a lower damage or no damage whatsoever has been incurred.
- (8) Due to operational reasons, we reserve the right to amend the amount of ordered deliveries or to order the temporary suspension of scheduled deliveries.
- (9) In the event of an early delivery we are entitled to refuse the performance or to return the goods to the Supplier at its expense and risk. If we do not return the goods, we are entitled to store the goods at our premises at the cost and risk of the Supplier. The agreed delivery date shall be decisive for the payment.

## § 5 Packaging, Transport, Passing of Risk and Documentation

- (1) The transport of goods shall be carried out at the expense and risk of the Supplier free agreed place of delivery. Where unfree delivery is exceptionally agreed, we shall only bear the most favorable freight costs, unless we have required a certain kind of shipment.
- (2) The deliveries shall be carried out with the freight company stipulated by us, unless delivery free house is exceptionally agreed.
- (3) If hazardous substances are being supplied, the Supplier shall comply with all applicable standards, laws and regulations, especially the applicable provisions regarding environmental protection, hazardous substances and goods and accident prevention.
- (4) Any costs incurred due to the non-compliance with the stated delivery provisions and conditions have to be borne by the Supplier.
- (5) Irrespective of the allocation of costs, the risk of accidental loss or accidental deterioration will not pass to us before delivery and acceptance of the goods or the performance at the agreed place of delivery.
- (6) The Supplier shall indicate our exact order number, the order date and shipment route on all delivery documents, order confirmations, invoices etc. Additionally, the Supplier shall enclose a delivery note with this information in a sealed envelope with each shipment. If the Supplier fails to comply with this obligation, we shall not be held responsible for any delays in processing.

## § 6 Warranty, Incoming Control and Notification of a defect

- (1) The statutory provisions regarding material defects shall apply unless otherwise set forth below.
- (2) We shall immediately give notice of defects of the delivery to the Supplier as soon as these have been determined through proper business procedures. To this extent, the Supplier waives the objection to delayed notification of defects.
- (3) The Supplier shall undertake quality controls during the production and shall carry out a check at the dispatch and shall accordingly check deliveries extensively as to their quality.
- (4) We are entitled to choose the type of subsequent performance. The Supplier shall be entitled to reject the type of subsequent performance chosen by us under the provisions of Section 439 subsection (3) German Civil Code.
- (5) The limitation period is 36 months, calculated from the passing of risk, unless the statutory mandatory provisions of Sections 478, 479 German Civil Code apply.
- (6) The Supplier warrants that the products delivered or the performances are free from defects and particularly that they have the contractually agreed quality and amount, that they meet our required specifications, that they meet the recognized technical rules at the time of delivery as well as legally necessary standards of quality and safety. Amendments hereto have to be approved by us before the delivery of the products and performances.
- (7) If a defect is discovered, the Supplier shall bear the costs of the examination and determination of the defect, without prejudice to other, further claims.
- (8) In the event of substitute deliveries, the warranty period with respect to the replaced part shall start anew.
- (9) If the Supplier does not meet the demand for remedying the defects or sending a replacement delivery immediately, within 7 working days at the latest, or if the Supplier is unable to do so, we are entitled to cancel the contract and/or to demand compensation instead of performance as well as to return the goods to the Supplier at its own risk and expense.
- (10) In urgent cases, if the immediate removal of a defect is justified by reason of a particular need on our part or if there is reason to suspect that the removal of a defect by the Supplier would cause delays which would make it more difficult for us to meet our obligations towards our contractual partners, or that a removal of the defect by the Supplier would cause higher costs than a removal of the defect by us, we shall be entitled to remove the defect ourselves or to have this done by a third party to the extent necessary without informing the Supplier in advance at the expense of the Supplier (self-performance). In such events, we may also elect to procure non-defective goods or performances from a third party (replacement purchase). The Supplier shall bear the necessary costs for the self-performance or the replacement purchase.
- (11) We are entitled to return nonconforming goods at the expense and risk of the Supplier.



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- (12) If a defect of the goods delivered by the Supplier is only discovered on further processing or further delivery, the Supplier shall bear all costs associated with a replacement or rectification of the defective goods, in particular costs for testing, transport, travel, labor and material.
- (13) In the event of the Supplier's bankruptcy or insolvency, we are entitled to withhold an appropriate security, at least however 10% of the agreed price, until the expiry of the limitation period of warranty claims.
- (14) The Supplier hereby assigns its warranty claims against its presuppliers to us. We are entitled to disclose this assignment in the event of bankruptcy of the Supplier. Furthermore, we are entitled to withdraw from orders which have not been fulfilled by this time.
- (15) The Supplier indemnifies us from and against all third party claims which are based on a defect which is attributable to Supplier. raise against us due to the lack of service of the Supplier. The Supplier shall bear all costs associated with a defect, including potential costs of a recall.
- (16) To the extent that the delivered goods are processed to an end product which is sold to a consumer, we shall have a right of recourse against the Supplier pursuant to Section 478, 479 German Civil Code in case of a claim by our customers.

## § 7 Product Liability, Indemnification and Obligation of Liability Insurance

- (1) In the event we are liable towards third parties in accordance with the provisions of the Product Liability Law or other provisions due to a product defect, the Supplier shall indemnify us upon first demand from and against all claims for damages, including damages due to necessary recall, refitting, disassembly and installation, if and to the extent the damages result from a defect of the goods delivered by the Supplier. If the cause for such damage rests with the Supplier, the Supplier shall bear the burden of proof insofar. In such cases, the Supplier shall also bear all costs and expenses including legal costs.
- (2) In order to comply with its obligations of the supply agreement concluded with us, the Supplier shall effect a business liability insurance and a product liability insurance including the risks of recall at a sufficient level, at least with a total coverage of 5 Million € per personal/property damage claim, and to maintain the insurance continuously and at least for the duration of 3 years after delivery at the Supplier's cost. Upon request, the Supplier shall provide written evidence of conclusion and continued existence of such insurance. Further claims of damages remain unaffected hereby.
- (3) We and the Supplier shall mutually inform and support us in case of a legal defense.

## § 8 Intellectual Property Rights and Liability for Defects of Title

- (1) The Supplier warrants that the delivered goods do not infringe any domestic or foreign intellectual property rights and that they are free from any other third party rights. The Supplier guarantees us the full authorization under copyright law to use and distribute the goods on the national and international market.
- (2) In the event of any third party claims due to the infringement of any national or international intellectual property rights with respect to the delivered goods, the Supplier shall indemnify us from all claims and shall bear all costs incurred by us in this connection.
- (3) The limitation period for warranty rights is 36 months beginning with transfer of risk.
- (4) Unless provided for otherwise above, the liability for defects of title shall be in accordance with the statutory provisions.

## § 9 Provided Material and Manufacturing Equipment

- (1) Documentation of all kinds, such as samples, drawings, models or manufacturing equipment which we provide to the Supplier remain our property. They shall be used exclusively for production based on our order.
- (2) The same shall apply to documents and means of production which the Supplier has produced or developed according to our specifications or together with us.
- (3) Provided material and means of production made available to the Supplier may not be transferred, sold, pledged or made available to third parties in a similar way without our consent.

## § 10 Confidentiality and Data Protection

- (1) The Supplier shall keep all commercial and technical information as well as and all work results made accessible in the course of the business relationship with us confidential and shall use them exclusively for the purpose of the contract.
- (2) This shall not apply with respect to information which is generally known to the public, becomes generally known through no fault of the Supplier, is rightfully received by a third party or is was already known to the Supplier.
- (3) This confidentiality obligation applies also to all employees and subcontractors of the Supplier. The Supplier shall impose corresponding confidentiality obligations on this group of people, as far as this has not already happened. Furthermore, the Supplier shall take all reasonable steps in order to prevent that third parties have access to work results or information received from us.

- (4) Advertising with respect to the business relation with us and other statements towards the public or towards authorities regarding this business relation shall only be permitted after prior written consent, unless these statements are necessary due to statutory mandatory regulations.
- (5) This confidentiality obligation shall also remain in force for a period of 5 years after the end of the delivery or business relationship subject to the provisions of the following sentence 2. If the confidential information constitutes a trade or business secret, the confidentiality obligation shall remain in force for an indefinite period of time. This confidentiality obligation shall also apply to documents mentioned in subsection (1) that were received in the course of negotiations for a contract if a contract is not concluded.
- (6) Documents received shall be returned to us unrequested after the end of the supply agreement and the business relationship in proper condition.
- (7) The Supplier shall ensure that all persons entrusted with the performance of contract in connection with the supply agreement and business connection shall comply with the legal data protection regulations. If he collects, processes or uses personal data in accordance with Article 28 of the EU General Data Protection Regulation 2016/679 ("Order Processing") when providing the services for us, he will, at our request, conclude further agreements for the protection of this personal data, provided that we are of the justified opinion that this is legally necessary, in particular also in cases in which personal data are transmitted in countries outside the European Union.

## § 11 Environment protection, REACH-Compliance, Code of Conduct

- (1) The Supplier undertakes to comply with the respective statutory regulations on environmental protection at his own expense. The Supplier shall endeavour to avoid adverse effects on people and the environment in its activities. To this end, the Supplier shall within the scope of its capabilities set up and further develop a management system in accordance with ISO 14001.
- (2) In particular, the Supplier shall at its own expense comply with the requirements of the European REACH Regulation 2006/1907/EC in its current version ("REACH-Regulation") for ordered goods or services; the negotiability of the goods under the REACH-Regulation shall be guaranteed. This obligation includes in particular (pre-)registration and obtaining of any necessary permits for chemicals, substances and intermediate products which constitute goods within the meaning of the contract, are contained in the goods delivered under this contract or are necessary for the manufacture of the goods delivered under this contract, in particular if they are substances of very high concern within the meaning of the REACH-Regulation
- (3) The Supplier acknowledges the RAMPF Supplier Code of Conduct in the version valid at the time the contract is concluded, which can be viewed on our website or provided to him upon request, and affirms that he has introduced and implemented the principles of responsible business conduct set out therein in his company. He has to obligate his subcontractors accordingly.

## § 12 Transfer of Rights

Without our written consent, the supply agreement concluded with us cannot be assigned in whole or in part. Claims against us may only be assigned with our prior written consent.

## § 13 Place of Performance, Place of Jurisdiction and Applicable Law

- (1) The place of performance for deliveries and performances shall be our place of business.
- (2) If the Supplier is a businessman, a legal entity under public law or an asset under public law, our place of business shall be the exclusive place of jurisdiction; however, we shall also be entitled to sue the Supplier at the court of its place of residence.
- (3) All legal relations between the parties shall be governed by German law excluding the rules of United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.

## § 14 Final Clauses

Should one or another provision of these General Purchase Conditions be or become fully or partly invalid, the validity of the remaining provisions shall remain unaffected hereby.