

General Terms and Conditions of Sale and Delivery for EPUSELF products

Between RAMPF Machine Systems GmbH & Co. KG,
Daimlerstraße 18-26, 73117 Wangen, registered in the commercial register of the local court Ulm under HRA 531666
- hereinafter „Supplier“ -

and

the customers referred to in § 1 paras. (1) and (3) of these Terms and Conditions

- hereinafter „Customer“ -

§ 1 General, Scope, Definitions

- (1) The following General Terms and Conditions in the version valid at the time of the order shall apply exclusively to the business relationship between the Supplier and the Customer.
- (2) The General Terms and Conditions of the Supplier shall apply exclusively. The applicability of deviating general terms and conditions of the Customer shall be excluded in principle, unless the Supplier expressly agrees to their applicability.
- (3) The Customer is a consumer if the purpose of the ordered products cannot be attributed predominantly to his commercial or self-employed professional activity (§ 13 German Civil Code – BGB). Whereas an entrepreneur is any natural person or legal entity or partnership with legal capacity that acts in the context of its commercial or self-employed professional activity when concluding the contract (§ 14 German Civil Code – BGB).
- (4) These General Terms and Conditions apply exclusively to purchase contracts between the Supplier and the Customer regarding the products of the EPUSELF product range.

§ 2 Materialization of the contract

- (1) The display and advertising of products on the Supplier's website does not constitute a binding offer to enter into a purchase contract, but rather an invitation for the Customer to submit an order request.
- (2) Offer by the Supplier:
 - (a) The filling out and sending of the contact form on the website of the Supplier "Order Inquiry" does not constitute a binding offer to conclude a purchase contract by the Customer, but an invitation to submit an offer by the Supplier. Based in the information provided in the Order Inquiry, the Supplier shall make an offer to the Customer to sell the products. However, the Order Inquiry can only be submitted and transmitted if the Customer has accepted these General Terms and Conditions by clicking on the "Accept GTC" button and has thereby included them in his Order Inquiry and the resulting offer.
 - (b) A binding offer is then made by the Supplier in the form of a written offer by letter or fax or electronically by e-mail to the contact information provided by the Customer in the Order Inquiry.
 - (c) A contract is materialized upon the Customer's acceptance of the offer. Within a separate e-mail, but at latest upon delivery of the goods, the terms of the contract (consisting of offer, general terms and conditions and acceptance of the offer) shall be sent by the Supplier on a permanent data carrier (e-mail or paper printout) to the Customer (confirmation of contract). The terms of the contract will be stored in compliance with data protection regulations.
- (3) Offer by the Customer:
 - (a) By sending a written offer by letter or fax or electronically by e-mail to the Supplier, a binding offer for the materialization of a purchase contract is made.
 - (b) The contract is entered into by the acceptance of the Supplier in text form. Within a separate e-mail, but at the latest upon delivery of the goods, the terms of the contract (consisting of offer, general terms and conditions and acceptance of the offer) shall be sent by the Supplier on a permanent data carrier (e-mail or paper printout) to the Customer (confirmation of contract). The terms of contract will be stored in compliance with data protection regulations.
- (4) Contracts with the Customer shall be concluded exclusively in German or English, depending on whether the Customer submits

the order request via the Supplier's German or English version of the website. If the Customer's Order Inquiry is made via the Supplier's German-language website version, the German version of these General Terms and Conditions shall apply accordingly. If the Order Inquiry is made via our English-language website version, only the English version of these General Terms and Conditions shall apply.

§ 3 Delivery, Sale, Partial Delivery and Revocation

- (1) Delivery terms stated by the Supplier shall be calculated from the time of materialization of the contract, provided that the purchase price has been paid in advance (except in the case of purchase on invoice). In the case that no or no deviating delivery terms are stated in the Suppliers Offer, it shall be ten (10) working days up to a delivery quantity of 100 kg. Larger delivery quantities can lead to longer delivery times depending on the quantity.
- (2) In case of unavailability of the product at the time of acceptance by the Customer as per § 2 para. (2) lit. (c) or by the Supplier as per § 2 para (3) lit. (b), the Supplier shall notify the Customer thereof without undue delay.
- (3) The Supplier is entitled to sell the product at any time (even if the product is named as "available" or "in stock" on the offer) provided that the delivery is carried out against payment in advance and the payment is not received by us within a period of five (5) working days after the acceptance of the offer. In this case, the shipment shall be made within the agreed period specified by the Supplier as long as the stock lasts; otherwise, a period of three (3) weeks applies.
- (4) In the event that the sub-supplier of the Supplier does not deliver raw materials to the Supplier in due time for products which are marked as "not available" on the contact form or which have been sold out pursuant § 3 para. (3), the relevant delivery term shall be extended until deliver by the sub-supplier to the Supplier plus a period of three (3) working days, but in total by a maximum period of three (3) weeks, provided that
 - (a) The Supplies in not responsible for the delay in delivery by his sub-supplier; and
 - (b) the Supplier has reordered the raw materials prior to the materialization of the purchase contract (or, in the case of § 3 para (3), the time of the sale) in such a timely manner that under normal circumstances a timely delivery could be expected.

In the event that the product are not available for delivery in time without the fault of the Supplier or are not available for delivery in time despite timely reordering, the Supplier shall be entitled to revoke from the purchase contract. The Supplies shall inform the Customer in accordance with § 2 para. (2) and in the event of revocation shall immediately refund any payments already made by the Customer.

- (5) In the event that the contract was materialized for several separately usable products, the Supplier shall be entitled to ship these also in several separate deliveries, whereby the Supplier shall bear the additional shipping costs caused thereby. The Customer's statutory rights with regard to timely and proper delivery shall not be limited thereby.
- (6) In the event that the Supplier fails to meet an agreed delivery term, the Customer shall grant the Supplier an appropriate grace period, which shall in no case be less than two (2) weeks.
- (7) The following delivery restrictions apply: The Supplier shall only deliver to Customers having their habitual residence (billing address) in one of the following countries and who can provide a delivery address in the same country: Countries within the European Union.

§ 4 Delivery method and duration, insurance and transfer of risk

- (1) Unless otherwise expressly agreed, the Supplier shall determine the delivery method and transport company at its own discretion.
- (2) The Supplier shall only be liable for the timely and proper delivery of the products to the transport company and shall not be responsible for any delays caused by the transport company. A delivery term stated by the Supplier (period between handover

by the Supplier to the transport company and delivery to the Customer) shall not be binding.

- (3) If the Customer is a consumer, the risk of accidental destruction, accidental damage or accidental loss of the delivered products shall pass to the Customer at the time the products are delivered to the Customer or the Customer is in default of acceptance. The risk shall pass to the Customer in all other cases, if the Supplier is only responsible for the dispatch of the products, upon delivery of the products to the transport company.

§ 5 Price, payment terms and delivery costs

- (1) All prices stated on the website of the Supplier are meant to be inclusive of the applicable statutory VAT. Delivery costs, custom duties and similar charges shall be borne by the Customer.
- (2) Unless otherwise expressly agreed, the Supplier shall deliver only against payment in advance. At the Customer's request, which must be stated in the Order Inquiry or specified in the Customer's Offer, the Supplier shall deliver the product against cash payment at our business premises in Wangen bei Göppingen, Daimlerstraße 18-26.
- (3) In the event of delivery on invoice has been agreed, the Suppliers invoice shall be due for payment immediately after dispatch of the product and receipt of the invoice by the Customer. If the due date of payment is determined by the calendar, the Customer shall be already in default by failure to meet the deadline. In such case, the Customer shall pay the Supplier interest on default at a rate of 5 percentage points above the base interest rate. If the Customer is an entrepreneur, the aforementioned default interest shall be 8 percentage points above the base interest rate.
- (4) Set-off by the Customer against claims of the Customer or the right of retention on the part of the Customer shall only be admissible if the claims of the Customer are undisputed or have been finally determined by a court of law.
- (5) Checks and/or bills of exchange will only be accepted by the Supplier as a means of payment if the Supplier has previously agreed to such a method of payment in writing. All costs incurred by the Supplier from such a payment method shall be borne by the Customer.
- (6) In the event of a withdrawal, the Customer shall bear the direct costs of the return shipment.
- (7) The Customer's obligation to pay interest on default does not preclude the Supplier from claiming further damages caused by the default.

§ 6 Retention of title

- (1) The Supplier retains title to the products delivered by him until full payment of the purchase price (including VAT and delivery costs) for the products in question.
- (2) The Customer is not entitled to dispose of the ownership of the products delivered by the Supplier, which are still subject to retention of title ("Retained Goods") without the Supplier's prior written consent. The Customer's right to dispose of the under retention of title (so-called expectant right) remain permissible as long as the third party is made aware of the Supplier's right of ownership.
- (3) The Customer shall treat the Retained Goods with care.
- (4) In the event of default in payment, the Supplier shall be entitled to demand the Retained Goods back, provided that the Supplier has revoked the contract.

§ 7 Warranty

- (1) In the event that the delivered product is defective, the Customer shall initially demand that we remedy the defect or deliver defect-free products. If the Customer is an entrepreneur, then the Supplier shall be entitled to choose between rectification of the defect of delivery of a defect-free product; this choice can only be made by notification in text form (also by fax or e-mail) to the Customer

within three working days of receipt of the notification of the defect.

- (2) The warranty period shall be two years from delivery. For Customers in form of entrepreneurs, the warranty period for products delivered by the Supplier shall be 12 months.
- (3) A guarantee exists for the products delivered by the Supplier only if this was expressly given in writing to the Customer.
- (4) The following shall apply only to Customers as entrepreneurs:
The Customer shall carefully inspect the products after delivery without undue delay. The delivered products shall be deemed to have been approved by the Customer if a defect has not been notified in writing to the Supplier
 - (a) In a case of obvious defects within five (5) working days after delivery; or
 - (b) Otherwise within five (5) working days after discovery of the defect;

The Supplier shall be given the opportunity to verify the notified defects jointly and to be present at sampling of materials. § 377 of the German Commercial Code (HGB) shall apply in addition.

§ 8 Liability

- (1) The Customer's claims for damages shall be excluded. This does not apply to claims for damages by the Customer
 - (a) insofar as the Supplier, its legal representatives or agents are at fault for intentional or grossly negligent breach of duty; or
 - (b) injury to life, body, health; or
 - (c) breach of material contractual obligations (cardinal obligations).
- (2) Material contractual obligations means obligations the performance of which is necessary to achieve the purpose of the contract.
- (3) The Supplier's liability for breach of material contractual obligations shall be limited to the reasonably foreseeable damage typical for kind of contract if such damage was caused by minor negligence, unless the Customer's claims for damages are based on injury to life, limb or health.
- (4) The limitations of § 8 para. (1) and (3) shall also apply to the legal representatives and agents of the Supplier if claims are asserted directly against them.
- (5) The limitations of liability according to § 8 para. (1) and (3) shall not apply if the Supplier has fraudulently kept silent about the defect or has given a guarantee for the quality of the product. The same applies if the Supplier and the Customer agreed on the quality. The provisions of the Product Liability Act remain unaffected.
- (6) If the Customer is an entrepreneur, the limitation of period for claims for damages is 12 months from delivery of the products.

§ 9 Instructions on withdrawal

- (1) Consumers have a statutory right of withdrawal upon conclusion of a distance contract of sales and goods, which the Supplier shall inform about in the following in accordance with the statutory template. The exceptions to the right of withdrawal are regulated in § 9 para. (2). § 9 para (3) contains a template for a withdrawal form.

Instructions on withdrawal

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire or a third party other than the carrier and indicated by you acquires physical possession of the goods.

To exercise your right of withdrawal, you must inform us, RAMPF Machine Systems GmbH & Co. KG, Daimlerstraße 18-26, Tel:

+49 7161 958890, Fax: +49 7161 958891111, E-Mail: machine.systems@rampf-group.com of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached template withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day in which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days is expired.

You will have to bear the direct cost of returning the goods. In the event of goods that cannot be sent by parcel post, you shall bear the direct costs of return shipment in the same amount as the delivery to you, although up to a maximum of 1,000.00 EUR

(return shipment within Germany) or up to a maximum of 5,000.00 EUR (return shipment from abroad).

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

- (2) The right of withdrawal shall not apply to contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature.
- (3) The Supplier informs about the model withdrawal template according to the legal regulation as follows:

Model withdrawal template

(complete and return this form only if you wish to withdraw from the contract)

- To:
RAMPF Machine Systems GmbH & Co. KG
Vertriebsinnendienst
Daimlerstraße 18-26
73117 Wangen bei Göppingen
Tel: +49 7161 958890
Fax +49 7161 958891111
E-Mail: machine.systems@rampf-group.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*) / received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*) Delete as appropriate

§ 10 Place of Jurisdiction, Choice of Law, Dispute Resolution

- (1) Contracts between the Supplier and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sales of Goods (CISG). This shall not affect the statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the Customer as a consumer has his habitual residence, remain unaffected.
- (2) If the Customer is a merchant, a legal entity under public law, or a public-law special fund, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Supplier shall be the Suppliers registered office.
- (3) The Supplier is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

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