

## **Ramco Europe S.r.l and Ramco Scandinavia AB , Standard Terms & Conditions of Sale**

**All purchase orders for, contracts for the sale of, and all acceptances of, any materials, goods and/or any other items (“Goods”) sold by Ramco Europe or Ramco Scandinavia, (“Ramco”) SHALL BE EXPRESSLY CONDITIONAL ON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO TERMS IN ADDITION TO OR DIFFERENT FROM THOSE SET FORTH HEREIN SHALL BE BINDING ON RAMCO UNLESS SPECIFICALLY AND EXPRESSLY AGREED TO IN SINGLE WRITING SIGNED BY RAMCO AND BUYER. ANY PERSON OR ENTITY WHO PURCHASES GOODS FROM RAMCO WILL BE CONSIDERED A “BUYER” AS THAT TERM IS USED HEREIN AND WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.**

The terms and conditions contained herein are also set forth on Ramco’s website: [www.ramcoeurope.com](http://www.ramcoeurope.com). Such terms and conditions shall not be modified other than in a single writing executed by Buyer and Ramco. Such terms and conditions constitute the entire agreement between Ramco and Buyer with respect to the subject matter contained herein and supersede all prior or contemporaneous representations and agreements, whether written or oral.

1. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to Goods shall pass to Buyer upon tender of delivery F.O.B. Ramco Europe’s facility in Montichiari (Italy) or Ramco Scandinavia’s facility in Varnamo (Sweden) unless otherwise agreed upon by the parties, except that Buyer grants a purchase money security interest in the Goods to Ramco until full payment therefor has been received. Buyer agrees upon request to do all things necessary to perfect and maintain said security interest and shall protect Ramco’s interest by adequately insuring the Goods against loss or damage from any cause.
2. **PRICES AND TAXES.** Subject to Ramco’s right to increase prices as set forth below, the prices quoted by Ramco for an order of Goods will remain firm for a period of thirty (30) days, after which period Ramco may change the same. Therefore, if the placing of an order has been delayed beyond such time, Buyer should obtain confirmation of prices prior to submitting an order. Ramco reserves the right to revise catalog information at any time, without notice and it will not be responsible for any price errors contained therein. Ramco may increase the price of Goods under any Buyer order at any time without the consent of Buyer by providing Buyer 60 days prior written notice of such increase. Unless otherwise stated in Ramco’s sales quotation, prices F.O.B. Ramco Europe’s facility in Montichiari (Italy) or Ramco Scandinavia’s facility in Varnamo (Sweden). The amount of any local, State, Federal or foreign tax or duty levied on the Goods referred to herein shall be added to the amount paid by and remain the sole responsibility of Buyer. All invoices are payable within thirty (30) days of the delivery date. If payment is not received within such 30 day period Ramco may in its sole discretion and without liability: (i) terminate any and all outstanding orders from Buyer, (ii) withhold shipment of Goods to Buyer under any and all outstanding orders from Buyer, and/or (iii) elect not to accept additional orders for Goods from Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods sold to Buyer in accordance with the terms hereof. All shipments of Goods to Buyer shall be subject to the approval of Ramco’s credit department. Ramco reserves the right before shipping any Goods to Buyer to require payment therefore in advance or to require security for payment and if Buyer fails

to comply with any such requirement imposed by Ramco, Ramco may terminate any contract with Buyer affected thereby. An interest charge of one and one-half percent (1-1/2%) per month, or the maximum allowed by applicable law, will be assessed by Ramco and paid by Buyer on all past due accounts. Buyer shall pay, to the extent permitted by law, all reasonable costs and expenses, including attorney fees and costs incurred by Ramco in connection with any collection action for payment of the amounts due herein. If the Goods are to be delivered to Buyer over a specified period of time following the order date, or if Buyer orders a specific quantity or estimated quantity of Goods based on an estimated need, Buyer shall accept shipment of and pay for all Goods stated or estimated in such order and such payment shall be made in accordance with this Section 2 above, and in any event, on or before the end of such specified period of time, if any.

3. **PACKAGING.** All Goods shipped in one-way containers (barrels, canisters, sacks, bags, cartons, etc.) shall become the property of Buyer and shall not be returned to Ramco but properly disposed of by Buyer. All Goods shipped in returnable containers are the property of Ramco and Buyer shall return any such containers to Ramco. Buyer shall be liable for the failure to return such containers. Goods in containers are invoiced at their net weight.
4. **PATTERNS AND TOOLING:** Buyer shall timely supply at its expense any patterns, tooling, and drawings (collectively, the "Tooling") to Ramco which are necessary and/or appropriate to produce the Goods hereunder. Ramco shall not have any indemnification obligation to Buyer with respect to any loss or damage incurred as a result of the use of the Tooling by Ramco. Further, Ramco shall not be required to maintain insurance covering the Tooling and Buyer assumes all risk of loss with respect to all Tooling supplied to Ramco hereunder.
5. **DELIVERY: NO DELIVERY DATES ARE GUARANTEED.** Any dates or schedules which may be specified for the delivery of the Goods have been stated only approximately and are estimated from the date of receipt of Buyer's order, with complete specifications and other information reasonably requested by Ramco in order to proceed with the manufacture of the Goods and Ramco shall not incur any liability, either direct or indirect, nor shall any order be cancelled, because or as a result of any delays in meeting such dates or schedules. Ramco reserves the right to satisfy delivery of the Goods through partial delivery and part performance.
6. **FORCE MAJEURE.** Ramco shall not be liable to Buyer for any damages resulting from any delay in delivery of Goods or from any delay in the performance of any obligation of Ramco which delay is (i) due to any act of God; (ii) due to Ramco's being required to fulfill any government order for Goods, or any order for Goods placed under any allocation program (mandatory or voluntary) established pursuant to law; (iii) due to local labor shortage, fire, flood, or other casualty; (iv) due to governmental regulation or requirement; (v) due to a shortage of raw materials, supplies, fuel, power, or transportation; (vi) due to equipment failures; (vii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Ramco might be able to settle any such strike, dispute or difference; or (viii) due to any other cause beyond Ramco's reasonable control.
7. **PRODUCT SELECTION AND SUITABILITY; COMPLIANCE WITH LAWS.** Most Goods offered by Ramco are obtained from several suppliers. Ramco shall not be responsible for how the Goods are used or installed and the Goods' conformance to Federal, state, local or foreign codes, laws, rules, regulations, and ordinances. Buyer should review the Goods' application, and the

relevant code, laws, rules, regulations or ordinances, to be certain that the Goods, their installation, and use will satisfy these requirements. Ramco shall not be liable to Buyer for any damages incurred as a result of any technical advice allegedly or actually given by Ramco to Buyer in connection with the design, installation or use of the Goods. IN NO EVENT SHALL RAMCO BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF BUYER'S IMPROPER SELECTION, MISAPPLICATION OR MISUSE OF GOODS. Buyer shall indemnify, defend and hold Ramco harmless from and against any claim which might be asserted against Ramco by reason of Buyer's breach under any of these terms and conditions, including without limitation, those contained in this Section 7 and Section 9 hereof. Buyer shall reimburse Ramco for any expenses, including attorney fees, which Ramco might incur in defending itself against any such claim.

8. **CHANGES IN DESIGN.** Ramco reserves the right to discontinue the manufacture or sale of any model, style or type of Goods it presently sells, and reserves the right to change the design or composition of Goods it presently sells without notice to Buyer. Ramco shall incur no liability to Buyer as a result of any such discontinuance or change. Ramco shall have no obligation to furnish or install any replacements for Goods sold to Buyer prior to any such discontinuance or change.
9. **GOODS MADE TO BUYER'S SPECIFICATIONS OR OFF-QUALITY GOODS.** Ramco makes NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, except as to title, with respect to Goods manufactured, compounded and or designed to Buyer's own specifications, or with respect to off-quality Goods or "seconds" which Buyer has specifically requested or agreed to accept.
10. **MANUFACTURER WARRANTY.** The Goods or components of the Goods sold by Ramco may be warranted to Buyer by a third party manufacturer. Ramco is not responsible or obligated to enforce the warranties extended by the manufacturer to Buyer, but will use commercially reasonable efforts to assist Buyer in obtaining or verifying any such warranty information. Ramco may distribute literature or sales materials of the manufacturer, but it assumes no responsibility for the content of such literature or materials.
11. **LIMITED WARRANTY.** Except as set forth above in Sections 8, 9, and 10 above, Ramco warrants that: (a) Goods described in any product-specific written warranty published and delivered to Buyer by Ramco are in accordance with such product-specific written warranty; and/or (b) Goods not described in any product-specific warranty are in accordance with Ramco's published specifications at the time it accepted Buyer's order therefor and that it will repair or replace, at Ramco's option, such Goods that fail to conform to any such product-specific written warranty or those published specifications, as the case may be, provided notice of claim under this warranty is given within a period of not less than thirty (30) days following shipment of such Goods to Buyer. Ramco shall in no event be responsible for costs incurred by Buyer in returning Goods to Ramco for repair or replacement. No Goods shall be returned to Ramco without the prior written consent of Ramco.
12. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR WHETHER ARISING BY OPERATION OF LAW,

TRADE USAGE, OR COURSE OF DEALING, WHICH APPLY TO THE GOODS, AND RAMCO DISCLAIMS SAME. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF RAMCO SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF.

13. **LIABILITY LIMITATION.** Ramco's liability hereunder shall be limited to the obligation to repair or replace the Goods pursuant to Section 11 above. Ramco's total cumulative liability in any way arising from or pertaining to any Goods sold or required to be sold under any contract with Buyer shall NOT in any case exceed the purchase price actually paid by Buyer for such Goods. IN NO EVENT SHALL RAMCO HAVE ANY LIABILITY TO BUYER OR ANY THIRD PARTY FOR COMMERCIAL LOSS, LABOR COSTS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR ANY OTHER DAMAGES OR CLAIMS OF ANY KIND, WHETHER IT BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
14. **CANCELLATION OR CHANGES OF ORDERS.** No orders may be withdrawn or cancelled by Buyer, nor may they be deferred when ready, unless Ramco shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to Ramco. In the event Buyer shall request reasonable changes in its order after receipt thereof by Ramco, Buyer shall be responsible for all charges reasonably assessed by Ramco with respect to such changes. In no event shall Buyer request unreasonable changes with respect to any of the terms of any order, including but not limited to changes with respect to quantity and delivery dates. The reasonableness of a requested change shall be solely determined by Ramco using its reasonable discretion.
15. **SET-OFFS.** Neither Buyer nor any affiliated entity or assignee shall have the right to set-off any claims they might have against Ramco against any amounts which Buyer owes to Ramco for Goods sold.
16. **NO PROTECTION FROM CLAIM OF INFRINGEMENT.** Ramco makes no representation or warranty that the delivery or use of the Goods by Buyer shall be free of the claim of any third party that the Goods or the use thereof infringe on some right of a third party.
17. **APPLICABLE LAW.**
  - a) These terms and conditions and any sale of Goods by Ramco hereunder shall be determined and construed in accordance with, and shall be governed by, the Italian law, excluding its conflict of law principles, and Buyer and Ramco agree to submit to the exclusive jurisdiction to the court of Brescia, Italy for purpose of resolving any dispute or claim arising in connection with said transaction(s).
  - b) In the event Buyer is an entity formed under the laws of a jurisdiction other than Italy , the Italian law shall still govern any sale of Goods to such Buyer, excluding its conflict of law principles, and all disputes arising under any such sale shall be finally settled under the Rules of Arbitration of the International Chambers of Commerce instead of submitting to the exclusive

jurisdiction of the Italian court. The place of arbitration shall be Brescia. The language to be used in the arbitral proceeding shall be English. The arbitration panel shall consist of three arbitrators, one arbitrator to be appointed by Ramco, one arbitrator to be appointed by Buyer and the third arbitrator to be appointed in accordance with the Rules of the International Chambers of Commerce. Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The losing party, as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise. Nothing shall preclude either party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described in this section. Ramco and Buyer hereby expressly exclude applicability of the United Nations Convention on Contracts for the International Sale of Goods if the same would otherwise apply hereto.

18. **NO WAIVER; SEVERABILITY; ASSIGNMENT; SURVIVAL.** Failure, delay, or any partial exercise by Ramco of any right, power, or privilege available to Ramco hereunder shall not operate as a waiver, or preclude further exercise by Ramco of any other right, power, or privilege. If any provision or any portion of these terms and conditions are construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from these terms and conditions to the same extent and effect as if it were never incorporated herein, but all other provisions of these terms and conditions and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. The obligations and rights of Buyer with respect to an order of Goods hereunder shall not be delegated or assigned by Buyer without the prior written consent of Ramco. Ramco may assign or delegate its rights and obligations hereunder with respect to any order of Goods without the consent of Buyer. These terms and conditions shall survive termination or cancellation of, and completion of work under, any order for Goods hereunder.