

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

1.1. The capitalised terms employed in this Agreement bear the meaning assigned to them below:

Agreement a (purchase) agreement between RAM Mounts and a Client concerning the procurement of Products;

Article an article in these Terms and Conditions;

Client a party to or with which or whom RAM Mounts presents a quotation and/or enters an Agreement;

In Writing/Written a notice by letter or email;

Intellectual Property Rights any (claim) to intellectual property and similar related rights in the broadest sense of the term anywhere in the world whatsoever, which are deemed to include in particular – but are not confined to – (1) copyrights, (2) design rights, (3) trademark rights, (4) trading names, (5) database rights, (6) patents, (7) business secrets and know-how, (8) domain names and (9) and rights pursuant to the doctrine of slavish imitation, which is also deemed to include any entitlements (including at any rate the exclusive right to disclosure and replication) which the relevant international legislation and regulations assign or may yet assign to them;

Parties RAM Mounts and a Client jointly;

Products the products in which RAM Mounts trades, which includes assembly systems and docking solutions;

RAM Mounts Top Comfort & Safety B.V., also trading under the name of RAM Mounts Benelux, which is registered with the Dutch Chamber of Commerce under Number 854829581;

Terms and Conditions these general terms and conditions.



Article 2 **Scope of application**

- 2.1. These Terms and Conditions shall govern all quotations, orders, notices confirming an order or any Agreement presented or issued by or entered into with RAM Mounts, as well as any legal act or other action performed for the purposes thereof.
- 2.2. Any natural person or legal entity that is directly or indirectly associated with RAM Mounts and that is in any way involved in the execution of an Agreement may rely on these Terms and Conditions. This clause shall constitute an irrevocable third-party clause for the benefit of any person associated with RAM Mounts.
- 2.3. These Terms and Conditions shall also govern any future offers, quotations, orders and Agreements which apply in relation to the Parties to the exclusion of any general terms and conditions employed by a Client.

Article 3 **Procurement of Products**

- 3.1. A Client shall place an order for the number of Products which they require each time. RAM Mounts shall issue a notice confirming an order provided that it is able to deliver the requisite number of Products. A separate Agreement shall be concluded between the Parties by virtue of and each time that a notice confirming an order is issued.
- 3.2. RAM Mounts shall set prices for its Products periodically (for example, annually or quarterly). RAM Mounts may adjust its prices in the interim (for example, in the event of an increase in cost price determining factors, such as a foreign exchange rate variation). RAM Mounts shall notify a Client In Writing of its latest prices. In the event that such notice does not explicitly mention an effective date, the date on which RAM Mounts despatches the notice shall be deemed to be the effective date.
- 3.3. All prices which RAM Mounts mentions (such as those in price lists, quotations and notices of confirmation) shall be stated in euros exclusive of VAT, turnover tax, any other government levy, transport and other costs which RAM Mounts has not explicitly mentioned.
- 3.4. Should RAM Mounts present an offer to a Client, it may only be accepted as is. Even where a Client's notice of acceptance derogates from the relevant offer in respect of subordinate aspects, it shall be deemed to constitute a rejection of the relevant offer and shall not be binding on RAM Mounts. The situation shall only be otherwise, provided that RAM Mounts consents to an amended notice of acceptance In Writing.
- 3.5. RAM Mounts shall be entitled to determine and amend the prices for its Products as it sees fit. RAM Mounts shall not be bound by any prices mentioned in a previous price list or Agreement.
- 3.6. Where a RAM Mounts offer or price list contains a print or other error or an ambiguity, such as a price which a Client knew or should have known was not realistic, RAM Mounts shall be entitled to revoke its offer or to cancel the relevant Agreement without having a duty to provide compensation for any costs or damage. This clause shall also apply in the event that a Client has accepted the relevant offer.



Article 4 **Payment**

- 4.1. A Client shall be required to pay RAM Mounts within fourteen (14) days after the relevant invoice date, unless the invoice stipulates a different term of payment or the Parties have made other arrangements for payment In Writing.
- 4.2. A Client shall not be entitled to setoff, suspension or compensation for any debt.
- 4.3. Should a Client fail to pay RAM Mounts punctually, they shall be in default by operation of the law. In that case the Client shall be liable for default interest amounting to 1.5% of the unpaid sum each month during which they are in default, where part of a month shall be treated as an entire month, all subject to RAM Mounts' entitlement to demand immediate payment of the outstanding amount in full and subject to any other rights held by RAM Mounts.
- 4.4. RAM Mounts shall be entitled to use any payments made by a client to reduce expenses in the first case, then any interest that is due and finally the principal sum and any current interest.
- 4.5. Should a Client be in default with regard to compliance with one (1) or more of their obligations to pay any pecuniary sum, they shall be liable for all reasonable (legal) expenses incurred for the purposes of securing payment judicially and extrajudicially. Compensation for such costs shall amount to no less than 15% of the entire outstanding sum subject to a minimum of €650.00 in all cases.
- 4.6. RAM Mounts shall be entitled to suspend the supply of Products for as long as the relevant Client fails to comply with their financial obligations (for any reason whatsoever) or in the event that RAM Mounts has grounds to assume that the Client will be unable to comply with their financial obligations without RAM Mounts having a duty to provide compensation for any costs or damage.

Article 5 **Delivery of Products**

- 5.1. The notice confirming an order referred to in Article 3.1. shall also mention the anticipated delivery date for the relevant Products. A Client may contact RAM Mounts for an update in the interim. Should RAM Mounts mention a (delivery) date in the relevant order confirmation notice, it shall always be indicative and never material, unless otherwise stipulated In Writing in the relevant Agreement.
- 5.2. Also in the case of an agreed deadline for delivery, RAM Mounts shall only be in default after a Client notifies it that it is in default In Writing and has afforded it a reasonable time for compliance.
- 5.3. RAM Mounts shall be entitled to deliver and invoice in parts.
- 5.4. Delivery shall be effected Ex Works Lelystad. All risks pertaining to the Products (which are deemed to include risks pertaining to fire and water damage, theft and damage due to a fall or push) shall pass to the relevant Client at such time as delivery occurs. A Client shall have a duty to collect any Products (or to arrange for this to be done) within eight (8) days after RAM Mounts notifies the Client that the Products are ready.



- 5.5. In the event that the Parties agree In Writing that RAM Mounts will be responsible for transport, delivery shall be effected DAP to the Client's address (Incoterms 2020). The Client shall then be liable for any damage which occurs while the Products are unloaded, which is deemed to include (but is not confined to) fire and water damage, theft and damage due to a fall or push. A Client shall be required to notify RAM Mounts of any shipping instructions no less than six (6) days before the delivery date that is envisaged.
- 5.6. RAM Mounts may decide at any point in time to refrain from delivering any Products (and to cancel or rescind all or part of an Agreement), for example, in the event that the relevant Client fails to comply with any obligation towards RAM Mounts, is granted a moratorium on payments, files for bankruptcy, is declared bankrupt or shuts down their business (or a significant part of it). Should RAM Mounts proceed with this, it shall not have a duty to pay for any costs incurred or damage suffered by the relevant Client.

Article 6 **Retention of title**

- 6.1. Products shall be supplied subject to retention of title, with the result that any items supplied shall remain the property of RAM Mounts until the relevant Client complies with all of their financial obligations (which are deemed to include the price of the Products concerned, any shipping costs, interest and extrajudicial expenses) pursuant to the Agreement in question and any other Agreements.
- 6.2. A Client shall be required to store any Products delivered subject to retention of title as the recognisable property of RAM Mounts and to insure them against the customary risks, including those of fire, damage and theft.
- 6.3. In the event that a third party arranges for any Products subject to RAM Mounts' retention of title to be attached, the relevant Client shall have a duty to notify RAM Mounts of this as soon as possible but by no later than within two (2) days after the time when they learn of the attachment. The Client shall be required to notify the bailiff of RAM Mounts' retention of title when the attachment occurs.
- 6.4. At any point in time RAM Mounts may decide for reasons of its own to collect any Products that are subject to its retention of title from the relevant Client or to arrange for this to be done. A Client shall have a duty to notify RAM Mounts of the location of its Products and to grant it or any other party engaged by it (such as a bailiff) access to such location.

Article 7 **Complaints and claims**

- 7.1. RAM Mounts undertakes to ensure that the Products possess the qualities and properties which are required for their normal use or which RAM Mounts warrants are present.
- 7.2. RAM Mounts shall provide a lifelong warranty for its physical assembly systems and parts of same, unless RAM Mounts has stipulated a Written proviso in this respect (including any stipulated in these Terms and Conditions).
- 7.3. Such lifelong warranty shall not apply in the case of any products which are affixed to RAM Mounts' assembly systems, periodically replaceable parts (such as suction cups or (foam) rubber parts), electronics or electronic parts. A warranty of three (3) years shall apply in the case of these items.



- 7.4. The impairment of quality or damage due to improper use (such as inappropriate assembly, use contrary to any instructions, the relevant user manual or purposes for which the relevant Product is not intended, or heating), excessive use or as a result of the Product being modified may under no circumstances constitute grounds for a claim.
- 7.5. A Client shall be required to check the relevant Products immediately after their delivery. A Client shall be required to notify RAM Mounts of any deficiency, damage or defect affecting the relevant Products or their packaging which were already present upon delivery by no later than within one (1) week. In the event that any defect becomes visible in a Product which the relevant Client could not reasonably have learnt of before that deadline, the Client shall be required to report such defect affecting the relevant Product to RAM Mounts in Writing as soon as possible but by no later than within one (1) week after it has been detected.
- 7.6. RAM Mounts shall be entitled to modify its Products, even if samples or models have been shown to a Client. A Client may not object to this in any way whatsoever unless if such modification affects the quality of a Product. A defect shall also be deemed not to include any minor colour difference, as well as any limited degree of derogation in terms of dimensions and number.
- 7.7. In the event that a Client files a complaint, they shall always provide a detailed description along with photographs. Furthermore, a Client shall provide information with the aid of which RAM Mounts is able to trace the relevant Products, which is deemed to include the order number concerned.
- 7.8. In the event that a complaint is well-founded, RAM Mounts shall be entitled to repair or replace the relevant Product, to arrange for it to be delivered again or to refrain from any further delivery and to credit the Client concerned for the purchase price of the relevant Product.
- 7.9. The relevant Client shall pay any shipping costs also in the case of a well-founded complaint and/or reliance on the warranty.
- 7.10. In the event that a complaint fails to comply with the provisions of this Article 7, any entitlement to file a claim and any liability on the part of RAM Mounts shall cease to apply.

Article 8 **Intellectual Property Rights**

- 8.1. All Intellectual Property Rights to the Products, their packaging and labels, as well as any advertising materials, documentation, reports, quotations and preparatory materials for same shall be vested solely in RAM Mounts and its licensors. A Client shall only be entitled to the (non-exclusive) use of such Intellectual Property Rights, provided that this is necessary for normal advertising purposes and/or the sale of the Products. No Intellectual Property Rights shall be transferred from RAM Mounts to a Client.
- 8.2. A Client shall not be permitted to register any trademarks, trading names, domain names, Google AdWords or similar keywords or social media pages of which the trademark or trading name 'RAM Mounts' constitutes part.



- 8.3. A Client shall warrant that they will not do or fail to do anything that infringes the Intellectual Property Rights of RAM Mounts or any other party from whom RAM Mounts has acquired a licence, renders such rights invalid or impairs the rightsholders' ownership of and/or RAM Mounts' licence to these Intellectual Property Rights
- 8.4. Under no circumstances shall a Client be permitted to remove any designation of RAM Mounts' Intellectual Property Rights from a Product or any other item referred to in Article 8.1. Neither shall a Client be permitted to sell any Products under a different brand or trademark.
- 8.5. RAM Mounts shall be entitled to mention a Client's trademark or trading name and to use their logo for the purposes of promoting the Products and RAM Mounts' business, including on its website and social media pages.

Article 9 **Liability**

- 9.1. RAM Mounts shall only be liable for any damage which occurs directly as a result of foreseeable and avoidable non-compliance for which it may be held culpable and which is directly related to an Agreement (or its execution).
- 9.2. Any duty on the part of RAM Mounts to provide compensation to a Client on any grounds whatsoever shall at all times be confined to payment of no more than the direct loss (as set out in Article 9.5.) subject to a maximum equal to the amount which RAM Mounts' insurer pays out in the relevant case.
- 9.3. In the event that and in so far as RAM Mounts' liability insurer does not proceed with a payout, any liability on the part of RAM Mounts for the provision of compensation shall be confined to no more than the amount which it has received pursuant to the relevant Agreement (exclusive of VAT).
- 9.4. Under no circumstances shall the overall compensation which RAM Mounts provides by way of compensation for the harm suffered by the relevant Client amount to more than €30,000.00 (exclusive of VAT).
- 9.5. For the purposes of these Terms and Conditions 'direct loss' shall only be deemed to refer to:
 - a. the reasonable costs which a Client needs to incur to ensure that RAM Mounts' performance complies with the relevant Agreement;
 - b. any reasonable expenses which a Client has incurred for the purposes of determining the cause and extent of any loss in so far as such determination pertains to a direct loss within the meaning of these Terms and Conditions; and
 - c. reasonable costs which a Client has incurred for the purposes of avoiding or limiting any damage in so far as the Client can show that such expenses have led to a limitation of any direct loss within the meaning of these Terms and Conditions:
- 9.6. Under no circumstances shall RAM Mounts be liable for any indirect loss. For the purposes of these Terms and Conditions, amongst other things, 'indirect loss' is deemed to refer to (but is not confined to) consequential loss, loss of turnover and/or earnings, forgone savings, investments, any loss due to the disruption or stoppage of business and/or any expenses incurred for the purposes of preventing, determining or limiting any indirect loss,



and/or liability for same, and any costs incurred for the purposes of securing extrajudicial compensation for such indirect loss. Should RAM Mounts nevertheless be liable for any indirect loss, the provisions of Articles 9.1. to 9.4. shall apply, in respect of which the limitations referred to therein shall apply in respect of the sum of any direct and indirect loss.

- 9.7. RAM Mounts' liability for damage due to death or bodily injury shall under no circumstances amount to more than €1,250,000.00.
- 9.8. Any claim for compensation against RAM Mounts shall cease to apply by virtue of the mere expiry of five (5) months after the relevant damage-inflicting event has occurred.
- 9.9. A Client shall be required to take out adequate insurance against the usual risks, including fire, damage, theft and liability.
- 9.10. A Client shall be required to do all in their power to limit costs and damage, irrespective of their cause. Under no circumstances shall RAM Mounts have a duty to proceed with the provision of compensation for costs or damage that could reasonably have been avoided or which the relevant Client could reasonably have insured.
- 9.11. The limitation of liability provided in this section shall not apply in the event that and in so far as the relevant damage is due to a deliberate act or omission or wilful recklessness on the part of RAM Mounts, such to be proven by the Client concerned, unless otherwise follows from the legally mandatory allocation of the burden of proof.

Article 10 **Force majeure**

- 10.1. RAM Mounts shall not have a duty to comply with any duty towards a Client nor to provide compensation for any costs or damage in the case of force majeure. Amongst other things, force majeure shall be deemed to apply in relation to RAM Mounts in the case of, amongst other things, war (or the danger of war), insurrection, an act of war, fire, flooding, water damage, an industrial strike, a staff shortage, a business sit-in, (measures adopted as a result of) a pandemic or epidemic, the availability of raw materials and parts, a computer, software, energy, network or internet malfunction, cybercrime (such as hacking and cyberattacks), whether this occurs within the RAM Mounts business or amongst any other party that is relevant for the purposes of executing an Agreement (such as a supplier). Furthermore, force majeure shall be deemed to apply in the case of all other causes which occur beyond RAM Mounts control or risks.

Article 11 **Other provisions**

- 11.1. Any amendment of the provisions of these Terms and Conditions or an Agreement shall only apply provided that it is recorded In Writing and shall only concern the Agreement in respect of which they have been discussed and not (also) in relation to any other Agreement.
- 11.2. In derogation from Article 11.1., RAM Mounts shall be entitled to amend these Terms and Agreements by means of a Written notice addressed to a Client. A Client shall consent to reasonable amendments. An amendment shall come into effect on the preannounced effective date or, where no date is announced, at such time as a Written notice is issued.



- 11.3. In the event that a provision of these Terms and Conditions or an Agreement is invalid or appears to be incapable of being enforced, the Parties shall continue to be bound by the remaining section. The Parties shall replace the void or unenforceable part with provisions that are valid and binding, and whose consequences approximate those of the void or non-binding part of it, having regard to the substance and purport of these Terms and Conditions or the relevant Agreement.
- 11.4. Should these Terms and Conditions apply in multiple languages and there is a conflict between the various linguistic versions, what is stipulated in the Dutch version shall prevail.
- 11.5. All of the agreements between the Parties (which are deemed to include any Agreement) shall only apply between the Parties. No third party shall become party to any agreement between the Parties. As such, Article 6:254 of the Civil Code shall not apply.

Article 12 **Choice of law and forum**

- 12.1. These Terms and Conditions, and any Quotation or Agreement shall be solely governed by and construed in accordance with the law of the Netherlands. The Vienna Sales Convention 1980 shall not apply.
- 12.2. The District Court of Central Netherlands, having its seat in Lelystad, shall enjoy sole jurisdiction to hear any dispute, unless RAM Mounts elects to bring proceedings before a district court in some other place (such as the location in which the relevant Client has their registered office).