

## **General Sales Terms and Conditions**

In this document the following definitions apply:

- “Roland DG entity”\*: is a subsidiary of Roland DG Corporation and a distributor of the Roland DG products."
  - “Customer”: means the person or organisation who purchases the products from Roland DG entity.
  - “Products”: any physical goods agreed to be supplied by Roland DG entity to the Customer.
  - “Order”: the request from the Customer to supply products.
  - “Conditions”: means these terms and conditions.
  - “Agreement”: means the agreement between Roland DG entity and Customer for the sale and purchase of the Product resulting from the order of the customer, incorporating the conditions.
1. Orders must be sent to Roland DG entity in writing (email, fax, letter) or via an electronic ordering platform provided by Roland DG entity. Depending on availability, Roland DG entity is at liberty to deliver the orders in full or partially.
  2. All invoices are payable via bank transfer into the nominated bank account, unless explicitly agreed between the Roland DG entity and the Customer.
  3. Roland DG entity invoices are payable net cash on Roland DG entity's bank account unless agreed otherwise. The Customer shall not withhold payment or make any deductions from the price of the goods in respect of claims. If the Customer fails to comply with the payment conditions, Roland DG entity shall be entitled to suspend deliveries without giving any notice of default and to refuse new orders. If the Customer fails to pay on the due date, he shall be legally liable to pay interest at an annual rate of 10% without further notice of default. If the Customer fails to pay within one month of the due date, he shall be further liable to pay a penalty of 10% of the total price, subject to a minimum of £50 or € 50 (depending on the country in which the applicable Roland DG entity is based in), again without a notice of default being required. Where a partial payment is made, the whole of the penalty sum shall still be due. If the Customer resells the goods, he shall cede to Roland DG entity by way of a pledge, from this time onwards, all the claims arising from the resale.
  4. The overdue payment of an invoice by the Customer shall result in all outstanding invoices falling due immediately. Moreover, Roland DG entity is entitled to suspend the execution of all individual sales contracts without prior notification in the event the payment of one of its invoices is overdue or if any limit on the Customer's credit account is exceeded.
  5. Any price quotations are always given purely for information. Unless otherwise agreed, Roland DG entity quotations are valid for a period of 4 weeks from date of issue. The offered price is based on the prevailing prices excluding V.A.T., costs, duties, etc. Prices mentioned by the Customer on his orders are not binding unless confirmed by an authorised person within Roland DG entity. All information in brochures, publications, instruction manuals, etc. regarding the deliveries is of an informative nature only and does not constitute a warranty except where expressly stated. Roland DG entity accepts no liability for such information.
  6. Confirmed orders cannot be cancelled unless cancelation is accepted by an authorised person within Roland DG entity. If the Customer refuses the order, cancels the agreement, or the agreement cannot be performed because of the actions of the Customer, he shall pay compensation amounting at least 25% of the total sum. In addition logistical and administrative costs incurred by Roland DG entity can be charged to the Customer.
  7. Ownership of the Products sold and delivered is transferred only on complete payment for the Products being received by Roland DG entity. Unless effective payment is made to Roland DG entity, the contract between the Customer and Roland DG entity shall terminate and Roland DG entity shall be entitled to recover such Products.
  8. Notwithstanding clause 7, the Customer shall bear, as from the moment of loading at Roland DG's warehouse, any risk of loss or deterioration of the Products that are subject to the reservation of title as well as any damage the Customer shall cause until Roland DG entity shall recover the Products.

9. Roland DG entity shall endeavour to comply with delivery dates quoted by it but time for delivery shall not be of the essence and Roland DG entity shall not be liable for any failure, delay or error in delivery nor shall it be liable for any consequential loss arising there from however caused. Late delivery or exceeding the target term shall not be invoked by the Customer to request a termination of the Agreement and/or to claim damages from Roland DG entity. The Customer shall not be entitled to make any other claims in this respect either.
10. The Customer must notify Roland DG entity in writing of any shortfall within 3 working days of delivery. If no such notification is received, the Customer shall be deemed to have received the Products in full. Roland DG entity is at liberty to make partial deliveries.
11. If delivery is required to be organised by Roland DG entity, the Customer has the responsibility to provide a correct and complete delivery address, with delivery guidelines, access limitations and unloading restrictions if any. Unless agreed otherwise, the delivery of the Products will be done at the doorstep of the consignee. Roland DG entity has the right to refuse a delivery if unloading conditions are considered too difficult or dangerous for the product. All additional cost resulting from incorrect or incomplete instructions will be charged to the Customer, including storage costs. If delivery cannot be performed within 8 calendar days after the first proposed delivery date, Roland DG entity has the right to cancel the order and charge the Customer all costs resulting from the delivery attempts and temporary reservation of the products.
12. If the Customer collects products from Roland DG entity's warehouse, the Roland DG entity will notify the customer when products are ready for collection providing weights, volumes and a loading reference. Products should be collected within 72 hours after notification, if not demurrage of storage will be charged. Unless otherwise agreed, the Customer will collect with transport means appropriate for a safe loading and transport. The carrier mandated by the Customer shall provide all necessary documents for the collection, the transport and if applicable export. Roland DG entity and warehouse employees can refuse loading, if documents are missing, if the conditions are considered unsafe or inappropriate for the nature and volume of goods.
13. In case of export to a country outside the E.U., the necessary documentation to enable the goods to travel until the exterior E.U. border, will be established by Roland DG entity. The administrative cost for creating these documents will be charged to the Customer. All export clearance costs, import charges and taxes are at charge of the Customer. In case of collection by the Customer or his mandated carrier, the customer has the responsibility to bring to proof that the goods have left the E.U. All charges and fines that would be charged to Roland DG entity if this is not performed within the required timeframe, will be recharged to the customer with interest.
14. Where goods are sold from Roland DG entity's warehouse, once the Customer has accepted the goods, he can no longer hold Roland DG entity liable for visible defects. Where the goods are delivered to the Customer, the Customer undertakes to inspect the products delivered to him immediately after delivery. Differences and defects must be mentioned on the delivery note. Roland DG entity can only be held liable for visible defects insofar as a complaint is submitted in writing within 48 hours after installation at the location of end customer. Complaints concerning visible defects submitted later will not be accepted. The complaint should include a detailed report outlining the defects.
15. Roland DG entity can only be held liable for hidden defects insofar as a registered complaint is submitted within 6 months after installation at the end customer. After this period a claim on this basis is excluded. Any legal action for claims based upon hidden defects must be submitted within 9 months after installation, failing which such action shall lapse and be time-barred.
16. The liability of Roland DG entity in respect of hidden and/or visible defects is in any case limited to the repair of the product and/or the replacement of parts, with the exclusion of all costs and/or damages.
17. Roland DG entity shall not be liable to the Customer or be deemed to be in breach of any agreement, because of any delay in performing, or any failure to perform, any of Roland DG entity's obligation in relation to the product, if the delay of failure was due to any cause beyond Roland DG entity's reasonable control (including by way of example but without limitation,

events of “force majeure”, industrial disputes, unavailability of parts on the market at the prevailing conditions, change of statutory requirements). In such event Roland DG entity shall be entitled to suspend deliveries or cancel the agreement.

18. Returns to Roland DG entity may only be done if authorisation is first obtained. Returns without prior authorisation will be rejected. Failure to adhere to the conditions contained in this clause may result in delay/and/or refusal to accept the Product back for credit or replacement. Acceptance of the return is not implying that goods will be credited; credit will be subject to further inspection of the goods. In the event of undamaged or non-defective goods, these will only be accepted back if they have been supplied as standard, and not modified in any form, and then will only be accepted back in exceptional circumstances and subject to a restocking charge (10% of original invoice price of Product). The return of goods is done under the responsibility of the returning party and must be completed within 10 days of authorisation being given.
19. Roland DG entity warrants that the Product will be free from defects in material and workmanship for a period of 12 months from the date of its delivery to the Customer. Roland DG entity will undertake to repair or replace the product or its individual components, if, during its use and within the time limits of this warranty period, failures or malfunctions or defects of the same are detected, arising from manufacturing defects that make it no longer in compliance with the purpose for which it was intended. The Customer, for the purposes of this warranty, is committed to report to Roland DG entity every fault and / or defect of the property no later than 8 days from its discovery. This warranty does not cover defects or damage caused by the Customer because of negligence in the use or misuse of the goods compared to that for which it was designed, or caused by repairs, replacement of individual components, maintenance made by unauthorised parties or caused by any circumstances independent from Roland DG entity's fault or negligence. There shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts, punitive damages, financial loss, loss of time or for any other consequential or indirect loss whatsoever whether arising from delay, from supply of defective goods or otherwise.
20. Roland DG entity shall not be liable for any damage to property caused by the product after it has been delivered and whilst it is in the possession of the Customer. Nor shall Roland DG entity be liable for any damage to products manufactured by the Customer, or to products of which the Customer's products form a part. In any case the total liability of Roland DG entity shall be limited to the value of the agreement. If Roland DG entity incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Customer shall indemnify, defend and hold Roland DG entity harmless.
21. Security Trade Control Guidelines
  - a. The Customer shall be solely responsible for acting in full compliance with the laws and regulations applicable in the territory of the Customer, notably in relation to trade restrictions and export control. Furthermore, the Customer shall comply with the Roland DG Trade Control Policy and any instruction, specification, or special precaution given by Roland DG in connection with the performance of any activity concerning the goods. Roland DG shall make best efforts to promptly provide Customer with possible updates of the Roland DG Trade Control Policy.
  - b. The Customer shall provide evidence of its compliance with the Roland DG Trade Control Policy upon first request of Roland DG entity.
  - c. If Roland DG knows or reasonably suspects that the Customer does not act in accordance with the Roland DG Trade Control Policy, Roland DG entity retains the right to temporarily freeze all deliveries to the Customer and to terminate the Agreement between Roland DG entity and the Customer, without any compensation being due by Roland DG entity.
22. No variation of the Roland DG entity's sales conditions shall be binding upon Roland DG entity unless made in writing and signed by an authorised person of the Roland DG entity.

23. The invalidity of one of these conditions shall not result in the invalidity of the other clauses and of any contract between Roland DG entity and Customer as a whole.
24. These Conditions shall be governed by the law of the country in which Roland DG entity is incorporated and the court of district where Roland DG entity is incorporated shall apply to all disputes arising from the sales orders.

\*Roland DG entity refers to any of the following companies, subsidiary of Roland DG Corporation. The applicable Roland DG entity depends on where the Customer is based:

For the UK, Ireland, India, Gibraltar:  
Roland DG UK Ltd  
Griffin House, Windmill Road  
Clevedon, North Somerset, BS21 6UJ  
United Kingdom

For Belgium, Luxemburg, the Netherlands, Germany, Austria, Switzerland, Liechtenstein:  
Roland DG EMEA nv  
Bell-Telephonaan 2G  
2440 Geel  
Belgium

For France:  
Roland DG France SAS  
2 Avenue du Prieuré, Bâtiment 6  
77700 Serris  
France

For Italy, Croatia, Greece, Turkey, Serbia, Romania, Israel, Bosnia and Herzegovina, Macedonia, Slovenia, Montenegro, Malta, Albania, Bulgaria, Cyprus, Azerbaijan, Georgia :  
Roland DG Mid Europe S.R.L.  
Via L. Da Vinci 1/b, Zona Industriale  
63075 Acquaviva Picena (AP)  
Italy

For Denmark, Norway, Sweden, Finland, Poland, Czech Republic, Hungary, Iceland, Ukraine, Estonia, Latvia, Lithuania, Slovakia, Moldova, Greenland, Armenia, Kazakhstan, Kyrgyzstan, Tadzhikistan, Turkmenistan, Uzbekistan:  
Roland DG North Europe A/S  
Farum Gydevej 71  
3520 Farum  
Denmark

For Algeria, Spain, Andorra, Morocco, Tunisia, Portugal:  
Roland DG Iberia S.L.  
C/ Font de Can Mas 9-11, Pol. Industrial Martinet  
08291 Ripollet, Barcelona  
Spain