

## General Terms of Sale of Rollon GmbH, Rollon b.v.

### Article 1 Applicable scope

(1) These Terms of Sale shall be applicable exclusively to, and vis-à-vis, companies, legal entities under public law or public separate estates as defined by Article 310, Para. 1 of the German Civil Code (BGB). Any terms of the Purchaser that contradict and/or deviate from our Terms of Sale shall be excluded, unless we have specifically acknowledged them in writing.

(2) These Terms of Sale shall also apply to the supply of movable things to be produced or manufactured.

(3) These Terms of Sale shall also apply to all future transactions with the Purchaser, insofar as they form part of a series of related legal transactions.

### Article 2 Offer and conclusion of agreement

Insofar as an order is to be deemed an offer as defined by Article 145 of the German Civil Code (BGB), we shall have two weeks in which to accept said offer.

### Article 3 Transfer of documentation

We will retain all rights of ownership and copyright with regard to any and all documentation transferred by us to the Purchaser in connection with placement of an order, e.g. calculations, drawings etc. Said documentation must not be made accessible to third parties unless we give the Purchaser our express written consent. Insofar as we do not accept an offer (order) from the Purchaser within the deadline set forth in Article 2, said documentation must be promptly returned to us.

### Article 4 Prices and payment

(1) Unless otherwise agreed in writing, our prices shall be valid "ex works" excluding the legally mandated rate of VAT. On request of the customer we send/deliver the merchandise. The cost of shipping/delivery and the cost of packaging required for the transportation shall in this case be invoiced separately. They depend on the kind, number, Size and weight of the ordered merchandise and can be reasonably calculated only after we know the details of the order. We inform about these costs in the order confirmation document.

(2) The minimum order value is 40,00 € net. The surcharge when falling below this limit, is the difference between contract value and minimum orders. We invoice the surcharge if we have informed the customer about it and the customer thereupon confirms the order.

(3) The purchase price as well as any additional costs shall be paid within 30 days after delivery. Cash discount is only allowed by written agreement. Payment must be made exclusively to one of the bank accounts specified on the corresponding invoice. Overdue payments shall be subject to penalty interest in the amount set forth by applicable laws. We reserve the right to assert claims for due date interest and/or additional damages resulting from payment delay/default.

### Article 5 Right of offset and retention

The Purchaser shall be entitled to assert the right of retention only insofar as his counterclaims are undisputed and have been finally affirmed in a court of law. The Purchaser shall be entitled to assert the right of retention only insofar as his counterclaim arises from the same contractual relationship.

### Article 6 Delivery schedule

(1) Any delivery time which we specify shall be deemed to take effect only insofar as the Purchaser fulfils all his obligations in a timely and proper manner. The right to assert the legal defence of contractual non-performance shall remain unaffected.

(2) If the Purchaser delays acceptance or culpably breaches some other obligation to cooperate, we shall be entitled to indemnification for any resulting damages, including any excess costs. We also reserve the right to assert additional claims. Insofar as the aforementioned conditions occur, the risk of accidental perishing/deterioration of purchased merchandise shall pass to the Purchaser the moment he defaults on acceptance and/or payment.

(3) All delivery dates specified by us shall not be binding until a corresponding order has been accepted and/or all technical conditions of the transaction have been clarified. In case of unforeseeable events of force majeure (this may include strikes and lockouts), the delivery time shall be extended accordingly.

(4) We shall be entitled to choose the mode of delivery and the freight forwarder. The costs of

shipping/handling and delivery shall be borne by the Purchaser pursuant to § 4 (1).

### Article 7 Transfer of risk upon delivery

Insofar as the Purchaser requests that delivery be made to him, the risk of accidental perishing/ deterioration of the purchased merchandise shall pass to the Purchaser once the merchandise has been dispatched to the Purchaser. The foregoing shall apply regardless of whether or not the merchandise is shipped from the place of performance.

### Article 8 Retention of title

(1) We shall retain title to all delivered merchandise until such time as all current and future receivables have been paid in full, including all outstanding balance claims. Insofar as the Purchaser is in breach of the contract – in particular if the Purchaser is in delay with the payment of a consideration – we are entitled to take back the retained merchandise after having set a reasonable time limit for the performance. Transportation costs for the return shall be borne by the Purchaser. If we take back the retained merchandise, we thereby withdraw from the contract. We also withdraw from the contract if we seize the retained merchandise. We are entitled to realize merchandise we have taken back. The returns of the realisation shall be offset against the amounts owed by the Purchaser after we subtracted a reasonable amount for the cost of the realisation.

(2) So long as ownership has not yet passed to the Purchaser, he shall be obligated to treat all purchased merchandise with due care. The Purchaser shall be specifically obligated to adequately insure said merchandise for its full replacement value and at his own expense, against theft, fire and water damage. So long as ownership has not yet passed to him, the Purchaser must promptly inform us in writing if the delivered merchandise is confiscated or subjected to some other intervention by a third party. Insofar as said third party is not in a position to indemnify us for the legal costs and out-of-court costs associated with a successful lawsuit (as per Article 771 of the German Code of Civil Procedure (ZPO)), the Purchaser must indemnify us for any corresponding loss that we incur.

(3) The Purchaser shall be entitled to use and re-sell merchandise that is subject to retention of title in the context of normal business operations as long as the Purchaser is not in default of payment. The Purchaser hereby assigns to us in advance any and all receivables owed to him by sub-purchasers in connection with his future re-sale of merchandise subject to retention of title. The scope of said assignment shall equal the final invoice amount agreed between us and the Purchaser (including VAT). Said assignment shall be valid regardless of whether the merchandise in question is resold without or after further processing or commingling. In order to secure our claims against the Purchaser, the Purchaser also hereby assigns to us in advance any claims which he may have against third parties due to the combination of the merchandise subject to retention of title with real property. We hereby accept the assignment. The Purchaser shall retain the right to collect receivables even after they have been assigned, but this shall not affect our right to collect such receivables ourselves. We shall not exercise our right of collection, however, so long as the Purchaser is not in default of payment and there is no petition in insolvency proceedings or cessation of payments.

(4) Any processing of merchandise subject to retention of title by the Purchaser shall be made in our name and for our account. In this case, the Purchaser's expectant right to the retained merchandise shall extend to the processed merchandise. Insofar as purchased merchandise is combined with items not owned by us in the course of processing, we will obtain a pro-rata, co-ownership right in the newly created item based on the value of our merchandise (invoice amount including VAT) in proportion to the other components at the time of creation. The foregoing shall apply accordingly in cases of commingling. Insofar as the property of the Purchaser can be deemed to constitute a primary portion of commingled property, the Purchaser assigns to us in advance a pro-rata, co-ownership right to said commingled property, and shall safeguard all resulting wholly owned/co-owned property on our behalf. We accept the assignment. Apart from the above, the item newly created through processing shall be subject to the

same rules as the merchandise subject to retention of title.

(5) Upon the Purchaser's request, we shall release any sureties owed to us, insofar as their value exceeds the receivables to be guaranteed by more than 10 %.

### Article 9 Warranty and liability

(1) All defect claims shall lapse 12 months after the corresponding merchandise supplied by us has been delivered to the Purchaser. Our approval must be obtained before any merchandise is returned. However, the foregoing provisions shall not apply insofar as a longer warranty/limitation period is legally stipulated under either Article 438, Para. 1, No. 2 of the German Civil Code (BGB) (Construction and Construction-related Goods), Article 479 Para. 1 of the German Civil Code (BGB) (Rights of Recourse) and/or Article 634a Para. 1 of the German Civil Code (BGB) (Construction Defects).

(2) If, despite exercising all due care, the delivered merchandise has a defect we are legally responsible for, we shall have the option of either replacing said merchandise or removing the defect. In all cases, we shall have the option of supplementary performance within reasonable deadlines.

(3) If subsequent performance fails, the Purchaser shall be entitled to withdraw from the agreement or reduce the payment – without prejudice to his right to assert additional damage claims.

(4) None of the following shall suffice to justify a defect claim with regard to delivered merchandise: minor deviations in agreed features; minor impairments of functionality; normal wear and tear. This shall also apply to damage occurring after the transfer of risk and caused by any of the following: improper or negligent use, failure to comply with lubrication/maintenance guidelines, excessive use, use of improper tools, defective assembly; extraordinary external factors not foreseen by the agreement. Defect claims shall also not be assertable for any damage due to improper repair work or modifications undertaken by the Purchaser and/or a third party.

(5) The Purchaser shall not be entitled to be indemnified for the required costs of subsequent performance (e.g. transport, shipping and handling, time and materials), insofar as these are excess costs arising from the fact that merchandise delivered by us was not used as designated or subsequently moved to a location other than the Purchaser's place of business, unless such relocation was part of normal business operations.

(6) We are liable according to the statutory provisions – regardless of the legal ground for the liability – for fraudulent intent, wilful intent and gross negligence, for death and injury to the body, violation of a guarantee and according to the German Product Liability Act. Apart from that we are only liable in case of a negligent breach of essential contractual obligations for the typical and foreseeable damage, otherwise we are not liable. Essential contractual obligations are those the violation of which jeopardises the purposes of the agreement or the fulfilment of which enables proper performance of the agreement and which may be relied upon by the Purchase under normal circumstances.

### Article 10 Miscellaneous

(1) This agreement, as well as all legal relationships out of or in connection with this agreement between the Parties, shall be subject to the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and exclusive legal venue for all disputes arising from this agreement shall be our place of legal domicile.

(3) Amendments to this agreement have to be made in text form. This also applies to any amendments to this requirement.

(4) If individual provisions of this agreement are or become invalid, or if they contain a legal gap, this shall not affect the validity of the remaining provisions herein.

Hereby acknowledged:

Place.....Date.....Customer signature