

General Sales Terms and Conditions

In this document the following definitions apply:

- "DGN": is a subsidiary of Roland DG EMEA NV and a distributor of the Roland DG products."
- "Customer": means the person or organisation who purchases the products from DGN.
- "Products": any physical goods agreed to be supplied by DGN to the Customer.
- "Order": the request from the Customer to supply products.
- "Conditions": means these terms and conditions.
- "Agreement": means the agreement between DGN 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 DGN in writing (email, fax, letter) or via an electronic ordering platform provided by DGN. Depending on availability, DGN is at liberty to deliver the orders in full or partially.

2. All invoices are payable to Danske Bank - BIC/SWIFT: DABADKKK and IBAN no. DK22 3000 3345 603409, unless explicitly otherwise agreed between the DGN and the Customer.

3. DGN invoices are payable net cash on DGN'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 related to non-delivered products. If the Customer fails to comply with the payment conditions, DGN 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 5% 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 5% of the total price, subject to a minimum of € 50, 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 DGN 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, DGN 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, DGN quotations are valid for a period of 4 weeks from date of issue. In case of running out of stock, Roland DG can update price quotation. 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 DGN. 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. DGN accepts no liability for such information.

6. Confirmed orders cannot be cancelled unless cancelation is accepted by an authorised person within DGN. 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 DGN 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 DGN. Unless effective payment is made to DGN, the contract between the Dealer and DGN shall terminate and DGN shall be entitled to recover such Products.

8. Notwithstanding clause 7, the Customer shall bear, as from the moment of loading at 'Roland'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 DGN shall recover the Products.

9. DGN shall endeavour to comply with delivery dates quoted by it but time for delivery shall not be of the essence and DGN 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

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the target term shall not be invoked by the Customer to request a termination of the Agreement and/or to claim damages from DGN. The Customer shall not be entitled to make any other claims in this respect either.

10. The Customer must notify DGN 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.

DGN is at liberty to make partial deliveries.

11. If delivery is required to be organised by DGN, 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. DGN 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, DGN 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 DGN's warehouse, the DGN 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. DGN 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 DGN. 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 DGN if this is not performed within the required timeframe, will be recharged to the customer with interest.
 14. Where goods are sold from DGN's warehouse, once the Customer has accepted the goods, he can no longer hold DGN liable for visible defects. Where the goods are delivered to the Customer, The Dealer undertakes to inspect the products delivered to him immediately after delivery. Differences and defects must be mentioned on the delivery note. DGN 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. DGN 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 DGN 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. DGN 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 DGN's obligation in relation to the product, if the delay of failure was due to any cause beyond DGN'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 DGN shall be entitled to suspend deliveries or cancel the agreement.
 18. Returns to DGN's warehouse may only be done if authorisation is first obtained with an RMA reference. Returns without such a reference will be rejected. Acceptance of return is not implying that goods will be credited; credit can be subject to further inspection of the goods. Return of goods is done under responsibility of the returning party and must be completed within 10 days of the RMA reference has been provided.
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19. DGN guarantees the proper functioning of the goods for a period of 12 months from the date of signing the present Agreement. DGN 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 DGN 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 DGN'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. DGN 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 DGN 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 DGN shall be limited to the value of the agreement. If DGN incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Customer shall indemnify, defend and hold DGN harmless.

21. Security Trade Control Guidelines

1. The Customer shall be solely responsible for acting in full compliance with the laws and regulations applicable in the territory of the Dealer, 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.

2. The Customer shall provide evidence of its compliance with the Roland DG Trade Control Policy upon first request of DGN.

3. If Roland DG knows or reasonably suspects that the Dealer does not act in accordance with the Roland DG Trade Control Policy or any instructions, specification, or special precaution issued by Roland DG under the Trade Control Policy, DGN retains the right to temporarily freeze all deliveries to the Dealer and to terminate the Agreement between DGN and the Dealer, without any compensation being due by DGN.

22. No variation of the DGN's sales conditions shall be binding upon DGN unless made in writing and signed by an authorised person of the DGN.

23. The invalidity of one of these conditions shall not result in the invalidity of the other clauses and of any contract between DGN and Customer as a whole.

24. The law of the country in which DGN is incorporated and the court of the district where DGN is incorporated shall apply to all disputes arising from the sales orders.