

# General Sales Terms and Conditions

In this document the following definitions apply:

- “DME”: 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 DME.
- “Products”: any physical goods agreed to be supplied by DME to the Customer.
- “Order”: the request from the Customer to supply products.
- “Conditions”: means these terms and conditions.
- “Agreement”: means the agreement between DME 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 DME in writing (email, fax, letter) or via an electronic ordering platform provided by DME. Depending on availability, DME is at liberty to deliver the orders in full or partially.

2. All invoices are payable [DESCRIBE MECHANISM FOR PAYMENT – BANK DETAILS ETC], unless explicitly otherwise agreed between the DME and the Customer.

3. DME invoices are payable net cash on DME'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, DME 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 DME 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, DME 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, DME 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 DME. 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. DME accepts no liability for such information.

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

9. DME shall endeavour to comply with delivery dates quoted by it but time for delivery shall not be of the essence and DME 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 DME. The Customer shall not be entitled to make any other claims

in this respect either.

10. The Customer must notify DME 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. DME is at liberty to make partial deliveries.

11. If delivery is required to be organised by DME, 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. DME 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, DME 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 DME's warehouse, the DME 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. DME 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 DME. 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 DME if this is not performed within the required timeframe, will be recharged to the customer with interest.

14. Where goods are sold from DME's warehouse, once the Customer has accepted the goods, he can no longer hold DME 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. DME 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. DME 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 DME 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. DME 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 DME's obligation in relation to the product, if the delay of failure was due to any cause beyond DME'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 DME shall be entitled to suspend deliveries or cancel the agreement.

18. Returns to DME'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.