

General Sales Terms and Conditions

In this Annex the following definitions apply:

- "Roland DG UK Ltd": is a subsidiary of Roland DG Corporation and a distributor of the Roland DG products."
 - "Dealer": means the person or organisation who purchases the products from Roland DG UK Ltd.
 - "Products": any physical goods agreed to be supplied by Roland DG UK Ltd 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 UK Ltd 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 UK Ltd in writing (email, fax, letter) or via an electronic ordering platform provided by Roland DG UK Ltd. Depending on availability, Roland DG UK Ltd 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 UK Ltd and the Dealer.
 3. Roland DG UK Ltd invoices are payable net cash on Roland DG UK Ltd's bank account unless agreed otherwise. The Dealer shall not withhold payment or make any deductions from the price of the goods in respect of claims. If the Dealer fails to comply with the payment conditions, Roland DG UK Ltd shall be entitled to suspend deliveries without giving any notice of default and to refuse new orders. If the Dealer 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 Dealer 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, 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 Dealer resells the goods, he shall cede to Roland DG UK Ltd 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 Dealer shall result in all outstanding invoices falling due immediately. Moreover, Roland DG UK Ltd 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 Dealer's credit account is exceeded.
 5. Any price quotations are always given purely for information. Unless otherwise agreed, Roland DG UK Ltd 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 Dealer on his orders are not binding unless confirmed by an authorised person within Roland DG UK Ltd. 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 UK Ltd accepts no liability for such information.
 6. Confirmed orders cannot be cancelled unless cancelation is accepted by an authorised person within Roland DG UK Ltd. If the Dealer refuses the order, cancels the agreement, or the agreement cannot be performed because of the actions of the Dealer, he shall pay compensation amounting at least 25% of the total sum. In addition logistical and administrative costs incurred by Roland DG UK Ltd can be charged to the Dealer.
 7. Ownership of the Products sold and delivered is transferred only on complete payment for the Products being received by Roland DG UK Ltd. Unless effective payment is made to Roland DG UK Ltd, the contract between the Dealer and Roland DG UK Ltd shall terminate and Roland DG UK Ltd shall be entitled to recover such Products.
 8. Notwithstanding clause 7, the Dealer 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 Dealer shall cause until Roland DG UK Ltd shall recover the Products.

9. Roland DG UK Ltd shall endeavour to comply with delivery dates quoted by it but time for delivery shall not be of the essence and Roland DG UK Ltd 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 Dealer to request a termination of the Agreement and/or to claim damages from Roland DG UK Ltd. The Dealer shall not be entitled to make any other claims in this respect either.
10. The Dealer must notify Roland DG UK Ltd in writing of any shortfall within 3 working days of delivery. If no such notification is received, the Dealer shall be deemed to have received the Products in full. Roland DG UK Ltd is at liberty to make partial deliveries.
11. If delivery is required to be organised by Roland DG UK Ltd, the Dealer 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 UK Ltd 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 Dealer, including storage costs. If delivery cannot be performed within 8 calendar days after the first proposed delivery date, Roland DG UK Ltd has the right to cancel the order and charge the Dealer all costs resulting from the delivery attempts and temporary reservation of the products.
12. If the Dealer collects products from Roland DG UK Ltd's warehouse, the Roland DG UK Ltd 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 Dealer will collect with transport means appropriate for a safe loading and transport. The carrier mandated by the Dealer shall provide all necessary documents for the collection, the transport and if applicable export. Roland DG UK Ltd 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 UK Ltd. The administrative cost for creating these documents will be charged to the Dealer. All export clearance costs, import charges and taxes are at charge of the Dealer. In case of collection by the Dealer 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 UK Ltd 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 UK Ltd's warehouse, once the Dealer has accepted the goods, he can no longer hold Roland DG UK Ltd liable for visible defects. Where the goods are delivered to the Dealer, The Dealer undertakes to inspect the products delivered to him immediately after delivery. Differences and defects must be mentioned on the delivery note. Roland DG UK Ltd 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 UK Ltd 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 UK Ltd 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 UK Ltd shall not be liable to the Dealer 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 UK Ltd's obligation in relation to the product, if the delay of failure was due to any cause beyond Roland DG UK Ltd'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 UK Ltd shall be entitled to suspend deliveries or cancel the agreement.

18. Returns to Roland DG UK Ltd 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 UK Ltd 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 Dealer. Roland DG UK Ltd 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 Dealer, for the purposes of this warranty, is committed to report to Roland DG UK Ltd 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 Dealer 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 UK Ltd'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 UK Ltd 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 Dealer. Nor shall Roland DG UK Ltd be liable for any damage to products manufactured by the Dealer, or to products of which the Dealer's products form a part. In any case the total liability of Roland DG UK Ltd shall be limited to the value of the agreement. If Roland DG UK Ltd incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Dealer shall indemnify, defend and hold Roland DG UK Ltd harmless.
21. Security Trade Control Guidelines
 - a. The Dealer 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 Dealer 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 Dealer shall provide evidence of its compliance with the Roland DG Trade Control Policy upon first request of Roland DG UK Ltd.
 - c. If Roland DG knows or reasonably suspects that the Dealer does not act in accordance with the Roland DG Trade Control Policy, Roland DG UK Ltd retains the right to temporarily freeze all deliveries to the Dealer and to terminate the Agreement between Roland DG UK Ltd and the Dealer, without any compensation being due by Roland DG UK Ltd.
22. No variation of the Roland DG UK Ltd's sales conditions shall be binding upon Roland DG UK Ltd unless made in writing and signed by an authorised person of the Roland DG UK Ltd.

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 UK Ltd and Customer as a whole.
24. These Conditions shall be governed by English law and in the event of any dispute, the Dealer and RDG hereby agree to submit to the exclusive jurisdiction of the English courts.