



General Terms and Conditions of Sale and Delivery (2010 Edition)

VON ROLL USA, Inc. ("Company")
200 Von Roll Drive
Schenectady, New York 12306 – USA

1. GENERAL

These General Terms and Conditions of Sale and Delivery constitute an offer for the sale of the goods and services described on the face of this quotation or acknowledgment. This offer is expressly conditioned upon customer's acceptance of all of the terms and conditions contained herein or incorporated herein by reference. Customer's execution of this document or acceptance of the goods or services constitutes an acceptance of this offer. Nothing contained herein shall constitute an acceptance by Company of any offer to buy, proposal or purchase order of customer. ANY ATTEMPTED ACKNOWLEDGMENT OF THIS OFFER OF SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN IS NOT BINDING UPON COMPANY AND COMPANY EXPRESSLY OBJECTS THERETO.

2. DELIVERY

Unless otherwise agreed to in writing, title to goods passes to customer upon delivery to the carrier F.O.B. point of shipment. Risk of loss or damage passes to customer upon delivery to the carrier. It is customer's responsibility to file claims with the carrier. Unless Company has agreed in writing to firm shipping dates, shipping dates are approximate and may be changed at Company's sole discretion. Company reserves the privilege of shipping overages or underages of weight and/or quantity.

3. LIMITED WARRANTY

All goods delivered by Company hereunder are warranted as follows: (1) Company has good title; and (2) the goods will conform to such specifications as have been expressly agreed to in writing on the face hereof or as set forth on the Product Data Sheet for the goods. The warranty period is as set forth on the Product Data Sheet for the goods or, if not so set forth, one year THE FOREGOING, TOGETHER WITH THE WARRANTY AGAINST PATENT INFRINGEMENT SET FORTH UNDER "PATENT WARRANTY" BELOW, CONSTITUTE THE EXCLUSIVE WARRANTIES MADE BY COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Any technical advice furnished by Company or any representative concerning any use or application of any goods furnished hereunder, including technical advice in any brochure or similar material, is believed to be reliable but Company makes no warranty, express or implied, that specific results will be obtained. Such advice shall not subject Company to any liability, whether in tort (including negligence), warranty, contract, or otherwise. Customer assumes all responsibility for loss or damage resulting from its handling or use of goods.

4. PATENT WARRANTY

Company warrants that any goods furnished shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Company will defend, or may settle, at its expense, any suit or proceeding against customer in so far as it is based on a claimed patent infringement which would result in a breach of this warranty. Company will pay all damages and costs awarded against customer due to such breach. In case any goods in such suit are held to constitute such an infringement and the intended use of said goods is enjoined, Company will, at its expense and option, either (1) procure for customer the right to continue using said goods, or (2) replace same with non-infringing goods, or (3) modify same so they become non-infringing, or (4) remove the goods and refund the purchase price and any transportation costs separately paid by customer. THE FOREGOING STATES THE ENTIRE LIABILITY OF COMPANY FOR PATENT INFRINGEMENT BY ANY GOODS SOLD HEREUNDER. The foregoing shall not apply to any goods produced according to customer's specifications or manufactured to customer's design, or to the use of any goods furnished in conjunction with any other product in a combination not furnished by Company as a part of this transaction. As to any such goods, or use in such combination, Company assumes no liability whatsoever for patent infringement and customer will hold Company harmless and indemnify Company against any liability, expense or loss resulting from such patent infringement.

5. CLAIMS; LIMITATION OF LIABILITY

To preserve any claim it may have, customer shall promptly inspect all goods delivered hereunder and notify Company within thirty (30) days of shipment of any non-conforming goods. The results of tests designed to demonstrate that goods are non-conforming shall be valid only if (1) test conditions are mutually agreed upon by customer and Company and (2) Company is given reasonable advance notice of, and is authorized to be present at, any such tests. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR A CLAIM BY CUSTOMER IF THE CLAIM IS NOT MADE PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. In the event of a valid claim with respect to goods provided hereunder, Company's sole obligation to customer is limited to (at Company's option) (1) replacement of such goods F.O.B. its plant or such other point as it may designate, or (2) refund of the purchase price of the goods. COMPANY SHALL, NOT UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS BY CUSTOMERS OF CUSTOMER. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER. IT APPLIES TO ANY AND ALL LIABILITY OF COMPANY, EXCLUDING LIABILITY FOR PATENT INFRINGEMENT (SEE ITEM 4 ABOVE), INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE.

6. PAYMENT

Payment shall be made by customer to Company according to the agreed terms of payment. Each shipment by Company is a separate and independent transaction and payment for each shipment shall be made accordingly. All payments are to be made in full and are not subject to set-off, recoupment, abatement, counterclaim or any other adjustment. If payment is not made by the due date customer shall be liable to pay interest from the due date to the payment date at the highest rate allowed by law.

7. SALES AND SIMILAR TAXES

Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price established, the amount of any present, future or subsequently imposed sales, use, excise or other similar taxes applicable to the sale or use of goods shipped hereunder by Company or by customer, shall be paid by customer.

8. FINANCIAL INSECURITY

If, at any time, customer's financial condition does not, in Company's judgment, justify continuance of shipments of goods under the terms of payment originally specified, Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding, without being subjected to any cancellation charges or other liability.

9. RESERVATION OF PURCHASE MONEY SECURITY INTEREST

Company reserves a purchase money security interest in all goods shipped hereunder and its interest and rights shall continue until all payments for goods have been received by Company. Customer agrees to do, and authorizes Company to do, all acts necessary to perfect and maintain such rights and interests of Company.

10. EXPORT CONTROLLED

The goods sold, if designated "Export Controlled" on the face hereof, are a regulated material and require a valid "export license" for shipment outside the United States. Compliance with U.S. export regulations is the responsibility of the exporter.

11. FORCE MAJEURE; SHORTAGES

Company shall not be liable for delay in delivery or failure to manufacture due to causes beyond its reasonable control, or due to acts of God, acts of customer, acts of civil or military authority, government priorities, strikes, floods, epidemics, war, riot, delays in transportation, rail car shortages, or inability to obtain the necessary labor, material or manufacturing facilities. In the event of any such delay, the period for performance by Company shall be extended for a period equal to the time lost by reason or the delay. During any period of shortage for any cause, Company may prorate its supply of goods among its internal demand and its customers in whatever manner it chooses. 11.2

12. COMPLIANCE WITH LAW

Any goods delivered by Company hereunder will be produced in compliance with the applicable provisions of the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, the Toxic Substances Control Act, as amended, and the Clean Air Act, as amended. Company will comply with applicable Federal, State and local laws and regulations, as of the date of this document, which relate to (i) non-segregated facilities and equal employment opportunity (including Section 202 of Executive Order 11246, as amended); and (ii) workmen's compensation. Price and, if necessary, delivery will be equitably adjusted to compensate Company for the cost of compliance with any other laws or regulations.

13. PRODUCT LIABILITY — DISCLAIMER

The properties of the products set forth in data sheets, brochures, prospectus, etc. (hereinafter referred to as "documents") are based on the results of testing of typical material produced by the Company and its affiliates. Some variation in product properties is typical. Comments or suggestions relating to any subject other than product properties are offered only to call the end-user's or other person's attention to considerations which may be relevant in the independent determination of the use and/or manner of use of product. The Company does not represent or warrant that the use of its product will have the results described in the documents or that the information provided is complete, accurate or useful. The user should test the product to determine its properties and its suitability for the intended use. The Company expressly disclaims any liability for any damage, harm, injury, cost or expense to any person resulting directly or indirectly from that person's reliance on any information contained in the documents. Nothing contained in the documents constitutes a representation or warranty as to any matter whatsoever.

14. UNPERMITTED USE

Products and goods sold by the Company may not be used as, or in the formulation of, a pesticide product.

15. MISCELLANEOUS

Delegation or assignment by customer of any or all of its obligations or rights hereunder without Company's prior written consent shall be void. Validity, performance and all matters relating to the interpretation and effect of this document and any referenced attachment hereto shall be governed by the law of the State of New York, without regard to the conflict of laws principles thereof. Unenforceability, invalidity or illegality of any provision of this document shall not render unenforceable, invalid or illegal any other provision herein. This document, a contract to which this is an exhibit, and all referenced attachments and terms on the face hereof contain the entire agreement between customer and Company. Any representation, promise, condition or understanding, course of performance, course of dealing or trade usage not contained herein or in said contract, attachments or terms shall not be binding and shall not be relevant in interpreting this agreement/document unless reduced to writing and signed by Company's authorized representative. No failure to assert rights or course of conduct by Company shall constitute a waiver by Company of its rights. No waiver, alteration, or modification hereof or of any such contract or attachments or said terms shall be valid unless made in writing and signed by authorized representatives of all parties.