



General Terms and Conditions of Purchase
(2011 Edition)

VON ROLL AUSTRAL, Inc. ("Company")
1055 Shadix Industrial Way
Douglasville, GA 30134 - USA

1. **General.** Seller agrees to perform the services and/or provide the goods in accordance with Company's purchase order, request for quotation or other purchase document and these General Terms and Conditions of Purchase (collectively the "Agreement"). Seller shall be bound by the provisions of the Agreement by shipping the goods or commencing performance of the services, unless Seller has objected to such provisions in writing. Any terms and conditions contained in any acknowledgement, invoice or other communication of Seller which are inconsistent with the Agreement are hereby rejected. Company reserves the right to revoke any purchase order prior to acceptance and to reschedule any delivery or cancel any purchase order at any time prior to shipment of goods or commencement of services. Company shall not be liable for any charges, fees or expenses of any rescheduling or cancellation.
2. **Delivery.** Delivery of goods shall be made pursuant to the schedule, via the carrier and to the place specified in the Agreement. Time is of the essence. Company has the right to return, freight collect, all goods received prior to the scheduled date. If the goods are not timely delivered, Company may, without prejudice, refuse acceptance and terminate the Agreement. All goods shall be packed appropriately and in conformity with Company instructions or, if Company does not provide instructions, industry practice. Each container shall be labelled to identify its contents, must contain a packing sheet listing contents and referencing Company's purchase order and must contain any applicable material test certificates. Company shall be entitled to liquidated damages for delayed delivery if the delay was caused through the fault of Seller. Damages for delayed delivery shall be 1% of the price of the delayed goods or services for every full week's delay but no more than 10% of the price of the delayed goods or services.
3. **Title; Risk of Loss.** Title to the goods shall pass to Company upon receipt at the designated location. Seller assumes all risk of loss until title to the goods passes to Company.
4. **Inspection.** Company shall have a reasonable time after receipt of the goods or services to inspect them for conformity to the Agreement, including all specifications. If the goods or services do not conform to the Agreement Company may reject same. Non-conforming goods will be returned to Seller freight collect and risk of loss will pass to Seller upon delivery to the carrier.
5. **Prices; Payment.** Prices are the lower of (1) as stated in Company's order or (2) Seller's quoted price and, unless otherwise agreed, are deemed to be DAP (per INCOTERMS® 2010) to the location determined by Company. Applicable taxes and other charges such as shipping costs, duties and other imposts shall be separately stated on Seller's invoice. Payment is made upon Company's mailing of its check. Payment does not constitute acceptance. Seller's invoice shall be submitted within 90 days of delivery of goods or completion of services and must reference the applicable purchase order. Unless otherwise agreed by Company, payment terms are net 90 days, with a 1% discount for payment within 10 days, in each case measured from Company's receipt of a proper invoice. Company may set off any amounts owed Company by Seller against payments due Seller.
6. **Quality Control.** Seller shall implement a quality control system in accordance with state-of-the-art technology. Seller will enter into a corresponding agreement with Company at Company's request.
7. **Warranty, Liability for Defects.** Seller warrants that all goods sold will be delivered free from all liens, charges and encumbrances, will be free from all defects in materials and workmanship, will be adequate for their intended use, will conform to all specifications and will satisfy any express warranties made by Seller. Seller warrants that all services will be performed in professional, workmanlike, manner in accordance with applicable specifications. The warranty period is the greater of 24 months or Seller's standard warranty period. Seller agrees that it will make spare parts available to Company for a period of 10 years from date of delivery. In the event of a breach of warranty, at Company's option, Seller shall either repair or replace the goods or refund the purchase price and shall be liable for any applicable additional damages. Repaired or replaced goods will be warranted for the greater of the balance of the warranty period or 6 months. All warranties are available to Company's customers.
8. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR, OR IN CONNECTION WITH, THE AGREEMENT, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
9. **Indemnity.** Seller shall indemnify, hold harmless, and at Company's request, defend Company, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of suit arising out of or in any way connected with the goods or services provided under the Agreement, including, without limitation, (i) any claim based on death of or bodily injury to any person, destruction of or damage to property, or contamination of the environment, (ii) any claim based on the negligence, omissions or wilful misconduct of Seller, and (iii) any claim by a third party alleging that the goods or services, the results of such services or any products or processes provided under the Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party.
10. **Confidential Information; Company Property.** Company retains ownership of all Company confidential information (including research, products, methods, trade secrets, plans, customer and vendor information, financial information and other information considered proprietary by Company) and Company property (including substances, parts, tools and similar items). Seller shall not use or copy any Company confidential information or Company property except in performing its obligations under the Agreement. Seller will return all Company confidential information or Company property, and all copies thereof, to Company upon request. Seller will keep all Company confidential information confidential using the same care used in preserving its own confidential information but no less than reasonable care.
11. **Compliance with Law.** All goods delivered or services performed by Seller 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, the Clean Air Act, as amended and all other laws and regulations. Seller will comply with applicable Federal, State and local laws and regulations 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.
12. **Events of Force Majeure.** No failure by either Company or Seller in the performance of its obligations shall be deemed a breach of the Agreement or create any liability for damages if it results from a cause of force majeure.
13. **Miscellaneous.** Delegation or assignment by Seller 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 the Agreement 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 the Agreement shall not render unenforceable, invalid or illegal any other provision thereof. The Agreement constitutes the entire agreement between Seller and Company. Any representation, promise, condition or understanding, course of performance, course of dealing or trade usage not contained in the Agreement shall not be binding and shall not be relevant in interpreting the Agreement unless reduced in 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 of the Agreement shall be valid unless made in writing and signed by Company.