

## General conditions of sale

### 1. General introduction

All offers and orders received are subject exclusively to the following conditions of sale and delivery. No derogations from these conditions are valid unless they have been confirmed in writing, notably by letter, fax or identifiable e-mail.

The commercial dealings between ROLLVIS SA and its clients are governed primarily by the present general conditions of sale. They shall, in all cases, take precedence over differing terms and conditions imposed by the client or laid down in the client's documentation.

The issuance of an order implies acceptance of our general conditions of sale.

For the purpose of interpreting these general conditions, the original French text shall be applicable.

### 2. Orders

The company will only consider as orders those it has accepted and confirmed in writing. No order may be cancelled or amended wholly or in part during production, without incurring a penalty.

Information contained in catalogues, notices, on the website and in other non-contractual documents is provided solely for guidance and shall not be binding upon ROLLVIS SA.

For all orders exceeding CHF 50,000 in value, a down payment of 30% of the total sum may be charged.

#### 2.1. Call-off orders

Calls must be sent to us 4 weeks before the desired delivery date.

At the end of the call-off period, we reserve the right to invoice and deliver the balance of the goods.

#### 2.2 Order with payment in advance

Manufacture and the delivery deadline shall occur after the actual receipt of payment.

### 3. Prices

Prices are considered as firm in accordance with the INCOTERM 2000 provisions agreed by the parties for the order in question. Unless some specific INCOTERM has been agreed, prices are considered as firm, and the applicable conditions are EXW, plus packaging, exclusive of VAT or any other costs.

### 4. Dispatch & Delivery

Only the delivery deadlines shown in our order confirmation are valid. Additionally, we shall not incur any liability in respect of delivery delays, nor may such delays provide a pretext for the cancellation of an order or give rise to a liability for penalties.

In the absence of specific instructions from the party issuing the order, we shall use any routes and means of transport deemed appropriate for the carriage of the goods ordered, and use any intermediary, agent or haulier approved in advance by ROLLVIS SA. Unless otherwise agreed, our conditions are EXW, plus packaging, exclusive of VAT and all other taxes.

### 5. Payment and Conditions of Settlement

Any delay in making payment on the due date shall cause the full amount owing to us to become payable immediately.

If amounts owing are not settled by the payment deadline shown on the invoice and/or the deadline for settlement stipulated in the present general conditions of sale, those sums shall bear interest at a rate equal to 1.5 times the legal interest rate in Switzerland. The purchaser is required to refund all expenses incurred by us as a result of non-payment, and in particular bank charges and the costs of debt recovery, etc.

### 6. Scope of deliveries and services

Tooling: All tools manufactured by this company remain the property of ROLLVIS SA and are not supplied.

### 7. Title retention

Goods delivered remain the property of ROLLVIS SA until the full amount of the invoice has been settled. During the period of reservation of title, the purchaser shall protect the goods delivered, for our benefit, against theft, breakage, fire, water and other risks, at its own expense.

### 8. Warranty

Unless stipulated otherwise in the documentation supplied, our products carry a 24-month warranty. The warranty period commences on the invoice date. The invoice serves as evidence of the warranty.

In the event of a complaint, the defective goods, together with a copy of the invoice, shall be returned or handed back to ROLLVIS SA at the consignor's expense.

The warranty does not cover any damage resulting from a modification or repair carried out on the client's instructions, nor does it cover normal wear and tear, a situation of *force majeure*, failure to comply with specific instructions, or mishandling.

While the warranty is being verified, the client may not claim any replacement article.

### 9. Repair service

In addition to the actual costs of the repair, a flat handling fee of CHF 50 is charged for this service. This flat fee is also charged for preparation of a quote, or for the replacement of a defective article with a new product. Deliveries shall be invoiced at the tariff for transportation costs in force from time to time.

### 10. Copyright

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### 11. Applicable law and place of jurisdiction

Our commercial activity is entirely subject to the domestic law of Switzerland (Code of Obligations). The place of payment and place of jurisdiction shall be Geneva.

## ROLLVIS SA

136, ch. du Pont-du-Centenaire  
CH-1228 Plan-les-Ouates/Genève

Tél. +41 (0)22 706 90 40  
Fax +41 (0)22 706 90 49  
E-mail : [info@rollvis.com](mailto:info@rollvis.com)  
<http://www.rollvis.com>

**Correspondance** : case postale 590, CH-1212 Grand-Lancy 1  
Banque: UBS Genève, Swift UBSWCHZH12A  
CCP: 12-16582-4  
TVA: N° 149 429

