



Terms and Conditions of Purchasing of

of

Roll4You, s.r.o.

Olšany 18, 78962 Olšany, Czech Republic

as a member of delfort group AG

1. Scope of Application

1.1 These Terms and Conditions of Purchasing are an integral part of all purchase orders – including future ones – of delfort group members (hereinafter referred to as delfort, and any reference herein shall mean any of them, as appropriate), and shall apply unless otherwise expressly agreed in writing by the contracting parties.

1.2 The party executing these Terms and Conditions as Contractor (the “Contractor”, and together with delfort, the “Parties”) agrees that these Terms and Conditions shall apply, although it may use its own General Terms and Conditions of Trade and/or of Sale (“Contractor’s Terms”), and no objection is raised to the latter. Acts of performance on the part of delfort shall not be considered as approval of any of the Contractor’s Terms or other contractual provisions that are contrary to or inconsistent with these Terms and Conditions. The Contractor’s Terms and Conditions of Sale shall be binding for delfort only subject to delfort’s separate written consent.

1.3 The below provisions regulating the purchase of goods shall apply analogously to the purchase of services. They shall equally apply to principal services and incidental services.

2. Offers, Purchase Orders

2.1 Offers and quotations shall be binding and are to be delivered free of charge.

2.2 When the Contractor has submitted an offer at the invitation of delfort, he shall be bound towards delfort for 60 days as regards the declarations, terms and conditions contained therein. The purchase order is deemed to be placed in due time if it has been sent within the specified time limit.

2.3 Delfort shall submit its orders to the Contractor optionally specified by an order number, which has to be quoted (if any) by the Contractor in all documents relating to the order.

2.4 If time limits or deadlines are calculated on the basis of the purchase order as the starting date, then the date appearing on the written purchase order shall apply in case of doubt.

3. Order Confirmation / Conclusion of the Contract

3.1 The contractual relationship is established either by delfort placing a purchase order on the basis of a binding offer submitted by the Contractor, or by delfort placing a purchase order and the Contractor accepting this purchase order in the form of a written order confirmation.

3.2 In the event that delfort has not received a written order confirmation within 7 days, delfort reserves the right to cancel the order, in which case no contractual relationship shall be created between the Parties. If the Contractor performs any act of delivery noticeable to delfort without having confirmed the order, then the order is deemed to be accepted by the Contractor without reservation.

3.3 Subsequent modifications of and amendments to the contract may only be made if confirmed by delfort in writing.

3.4 delfort shall be entitled to demand, after conclusion of the contract, modifications of the subject matter of the contract in terms of design and quantity, provided that such modifications are reasonable for the Contractor, necessary for operational reasons and customary in trade. Any effects of such modifications on delivery dates and possible additional or reduced costs shall be settled adequately and amicably. However, price increases and extensions of delivery times will be accepted only, if the modification actually and demonstrably involves more than just minor additional costs or extensions of delivery times, and if the Contractor notifies delfort thereof in writing immediately after the order modification.

4. Prices

4.1 The prices quoted in the purchase order are fixed net prices DDP (Incoterms 2000) including transportation, insurance, packaging, unloading and installation, as far as applicable. If any fees, taxes, customs duties or other charges are levied in connection with the delivery, these shall be paid by the Contractor to the extent permissible by statutory provisions.

4.2 Later price increases will not be accepted; price increases pursuant to subclause 3.4 and 7.2. shall remain unaffected.

5. Delivery

5.1 The agreed delivery date shall be binding. It is deemed to be met, if the delivery or service is fully performed at the agreed date and at the agreed place.

5.2 If no calendar date has been determined to be the delivery date but it has been agreed that delivery will take place within, or upon the expiry of, a given time period, then such period shall start to run upon the conclusion of the contract pursuant to subclauses 3.1 and/or 3.2.

5.3 The Contractor shall furnish, in due time and in due form, all documents required by delfort to obtain official authorizations, as well as all other authorizations delfort may need from third parties to complete and/or operate facilities. The same applies to documents that are required to achieve exemptions from or reductions of taxes, customs duties or other charges.

5.4 In the event that the Contractor anticipates difficulties regarding timely delivery, then he shall notify delfort immediately in writing, specifying the possible delivery date. delfort’s consent to this new delivery date – which consent shall be effective only if granted in writing – shall be without prejudice to claims for damages because of delayed delivery as well as claims under any contractual penalty agreed upon for cases of delay.

5.5 Disputes shall not entitle the Contractor to withhold or suspend outstanding deliveries and/or services.

5.6 If the Contractor is in default of delivery for any reason whatsoever – except for force majeure events pursuant to clause 6 – either regarding the whole delivery or a part delivery, if part deliveries have been agreed, then delfort shall be entitled, after granting a reasonable grace period, to rescind or terminate the entire contract.

5.7 Regardless of (i) the reason for a delay in delivery or partial delivery, (ii) whether or not the Contractor was at fault or (iii) whether or not delfort has accepted such delay in accordance with subclause 5.4, the Contractor shall, reimburse delfort for all damages, losses and fees incurred by the latter because of the delay. In the event that delfort rescinds or terminates the contract pursuant to subclause 5.6, then all damages arising as a result of the hedge transactions shall also be reimbursed. To the extent that partial payments already made have to be repaid in connection with such rescission or termination, interest amounting to 1% per month from the date of payment to the day of repayment is deemed to be agreed.

5.8 A contractual penalty is agreed for delays in delivery. The Contractor shall pay to delfort for each week or part thereof an amount of 2%, but not more than 10% of the total purchase price (cap).

To the extent permitted by compulsory law, fault is not considered a requirement for the enforcement of contractual penalties under this Terms and Conditions of Purchasing.

The Contractor shall also reimburse delfort for any and all losses incurred by delfort that exceed the contractual penalty.

5.9 delfort shall not be obligated to accept early deliveries and services performed without delfort's express prior consent. In case of acceptance delfort reserves the right to charge any related costs to the Contractor. Early deliveries shall not affect payment dates in any way.

6. Force Majeure

6.1 Neither of the contracting parties shall be liable for nonperformance of their contractual obligations, if such nonperformance is caused by events of force majeure such as war, natural disasters, fire, flood, explosions, earthquake, strike, riot or regulatory action. To the extent that such circumstances prevent the Contractor from keeping the agreed delivery time, such time shall be extended by the period during which such circumstances continue. If the delay in delivery exceeds a period of two months, delfort shall be entitled to rescind or terminate the entire contract without granting a reasonable period of grace.

6.2 The Contractor shall be entitled to effectively plead force majeure, if he has notified delfort specifically, demonstrably and in writing immediately, but not later than 24 hours before the agreed delivery date by facsimile or e-mail. If notification has not been made by the time specified in phrase 1 above, then the Contractor may plead force majeure only to the extent that the case of force majeure has demonstrably occurred within such period of 24 hours and that it has been the cause of the delay in delivery.

7. Shipment, Transfer of Risk and Place of Performance

7.1 Shipment shall always be at the risk and responsibility of the Contractor. delfort will bear the cost of cargo insurance only if expressly agreed.

7.2 Unless agreed upon as taking place at a "fixed" date, each dispatch of a consignment shall be separately notified to delfort in writing, and early enough for delfort to prepare acceptance, i.e. not later than 5 days in advance; the invoice shall not pass for an advice note. In the event that delfort informs the Contractor before dispatch of the goods that a release for shipment cannot be granted yet, then the Contractor undertakes to store the goods properly for up to 3 months, and to dispatch them immediately on request of delfort, provided that this is reasonable for the Contractor on a case-by-case basis. Price increases, however, shall be accepted only, if such change of the delivery time has

actually and demonstrably involved more than just minor additional costs for storage, and if the Contractor has notified delfort thereof in writing immediately after the order modification providing evidence reasonable acceptable to delfort of such additional costs.

7.3 Advice notes and delivery notes shall be sent in two copies; each consignment shall be provided with a packing list. If drawings, designs, operating instructions and/or manuals, spare parts lists, storage instructions or similar explanations are required or customary for the application and maintenance of the consignment, then such documents are an integral part of the order and shall be delivered to delfort in four copies in German and, if requested, also in English, not later than upon delivery and/or completion. Otherwise the Contractor shall be liable for any damage resulting from lack of knowledge of such instructions.

7.4 If the required shipping documents are missing, the consignment will not be accepted as performance of the contract, but will be stored at the risk and responsibility of the Contractor.

7.5 The Contractor shall provide for proper packaging of the consignment suitable for the relevant means of transport. Any damage and cost incurred by delfort because of the Contractor's noncompliance with pertinent specifications shall be borne by the Contractor. Unless otherwise agreed, loading equipment in which the goods are delivered shall become the property of delfort.

7.6 Prior to delivery, Contractor shall perform all inspections and tests necessary to substantiate that the delivered goods conform to the requirements of the Contract The acceptance of the goods including the check for completeness and apparent defects is subject to delfort's inspection at reasonable times and places after the receipt of the goods.

7.7 The procedure for the receipt of the goods, including the acceptance test, shall be regulated in a separate written agreement between the Contractor and delfort. In the absence of any separate provision made in writing, the following shall apply: acceptance of goods only on weekdays, Monday through Thursday between 8:00 am and 3:00 pm, Friday between 8:00 am and 12:00 noon.

7.8 Use and risk will pass to delfort on acceptance of the consignment pursuant to clause 8; in the absence of an agreement regarding formal acceptance use and risk will pass as soon as delfort takes over the consignment at the point of receipt specified by delfort.

7.9 The place of performance for delivery and payment shall be the registered office of delfort. If delivery is agreed to take place elsewhere, such other place shall pass for the place of delivery.

8. Acceptance Test

8.1 If delfort requests an acceptance test, such a test will be expressly agreed with the Contractor in writing upon the conclusion of the contract. In the absence of any provision to the contrary, the acceptance test shall be performed at the premises of delfort and/or at a place determined by delfort, during normal working hours of delfort. The test shall be carried out according to standard practice customary for such acceptance tests in the relevant industry.

8.2 delfort's confirmation on record that the deliveries and services of the Contractor have been provided and/or rendered free from defects shall be considered as acceptance. For machines or process-technological deliveries this includes, in particular, evidence of compliance with the performance values to be demonstrated in a trial

run that has been agreed upon or that has to be performed as a rule.

- 8.3 Any defects detected in the course of the acceptance test shall be immediately cured by the Contractor. As long as the defects have not been cured completely, delfort shall be entitled to refuse acceptance and to demand repetition of the test.
- 8.4 In the event that acceptance does not take place within a reasonable period after delivery for reasons for which the Contractor is responsible – in particular because of defects that have not been cured in time – delfort shall be entitled, at delfort's option, either to demand a price reduction or, in case of other than minor defects, to rescind or terminate the contract without prejudice to any claims for damages and without granting a reasonable period of grace.

9. Payment

- 9.1 Invoices shall be sent, after proper delivery and performance, in two copies observing all applicable formal requirements with regard to value added tax and other legal regulations. In the absence of different terms of payment that may have been agreed, delfort will settle the invoice at delfort's option either (i) within 30 days, in which case delfort shall be entitled to a 3% discount on the total amount of the invoice, which it shall be entitled to deduct from the payment; or (ii) within 90 days net, calculated from the last day of the month in which the invoice was issued, or in which the delivery/performance was accepted and/or taken over, whichever is later.
- 9.2 If advance payments or down payments have been agreed such payments become due 30 days after receipt of the invoice by delfort on the terms and conditions agreed for payment. Advance/down payments will be made only against presentation of an unconditional, irrevocable bank guarantee for the entire amount of such down payment/advance payment issued by a renowned European credit institution to and accepted by delfort, which can be drawn on without giving any reason.
- 9.3 In case of warranty claims or other claims that may have been raised by delfort, delfort reserves the right to withhold or offset payments without security deposit. The Contractor shall not be entitled on its part to withhold or offset any outstanding deliveries and services.

10. Retention of Title

- 10.1 If the Contractor has retained title to the goods delivered by him, then such retention shall apply only until payment of such goods, to the extent that delfort has not already become the owner of the goods by way of processing, combining or mixing them.
- 10.2 An extended reservation of title such as a so-called current account reservation and multiple reservation for subsidiaries will not be accepted by delfort.
- 10.3 Claims from a resale of goods subject to retention of title, if permitted by law at all, will not be assigned by delfort to the Contractor as a security for the latter's claims for payment of the purchase price. delfort shall not be obligated to protect any rights of the Contractor under retention of title of any kind he may have against third parties.

11. Implied Warranty

- 11.1 Notwithstanding any legal claims of delfort the Contractor shall be obligated to warrant for each defect in accordance with the following provision. Defects also include any deviation of the delivered goods from national standards

(e.g. ÖNORM or DIN) and/or applicable international standards and guidelines (e.g. EN) as well as from specifications in catalogues, leaflets, advertising brochures and other public statements. Specifications therein are qualified as warranted characteristics, regardless of whether the contracting parties have referred thereto within the scope of their negotiations, or whether the relevant property of the goods and services may be taken for granted.

- 11.2 The Contractor warrants, in particular, that the use of the purchased goods does not violate any third-party intellectual property rights, and that, if the delivery items include machines or similar facilities, the latter are designed such that they comply with the applicable national and European safety regulations.
- 11.3 The statutory warranty periods shall apply, unless special warranty periods have been agreed for individual delivery items. The warranty period starts at the time of transfer of the risk pursuant to subclause 7.8, or, in case of defects that are not visible from outside and that appear only when handling or processing the object, at the time of appearance thereof.
- 11.4 If a delivered component cannot be used as contractually provided for pursuant to subclauses 11.1 or 11.2, then the warranty period for such a component shall be extended by the time of interrupted use. The period of warranty shall start anew for exchanged or repaired components.
- 11.5 delfort shall notify the Contractor of detected defects within a reasonable period of time. Within the first six months of delivery, any lack of conformity or defect shall be presumed to have existed at the time of delivery, unless proved otherwise. In the event that there is a defect covered by warranty pursuant to subclauses 11.1 or 11.2, the Contractor shall, at delfort's option and at all times, waiving all rights that may be granted by law to the extent permitted, the Contractor's expense and notwithstanding a right to rescind the contract:
- repair the defective goods on site;
 - collect the defective goods or the defective components for repair, return them and reinstall them, as required;
 - replace the defective parts;
 - replace the defective goods;
 - reduce the price accordingly, .

- 11.6 Repair and replacement shall be performed within the shortest possible time. In the event that a necessary repair is delayed, delfort shall be entitled to do it on his own or have it done by a third party at the Contractor's expense.

- 11.7 Any and all costs incurred in relation to repairs or replacement, in particular any shipping expenses, labor costs or costs of material, customs duties, dismantling and assembly shall be borne by the Contractor.

12. Cancellation of the Contract

- 12.1 Notwithstanding any other rights, delfort shall be entitled to rescind or terminate the entire contract without granting any grace period
- if insolvency, bankruptcy, liquidation, winding up or foreclosure proceedings or reorganization measures have been instituted against the assets of the Contractor, or bankruptcy proceedings have been initiated with respect to the Contractor, or its material assets; or
 - if the Contractor's company has undergone other major changes, e.g. of corporate nature.

13. Indemnification

- 13.1 The Contractor shall be liable for any and all damages caused by it, its employees, directors, officers, agents, contractors and subcontractors, with the Contractor having to make full amends for all losses suffered by delfort, including loss of profit and other indirect losses. The Contractor shall be liable, in particular, for any and all damages incurred by delfort because of third-party claims that may be raised under any title whatsoever because of a breach of Contract on the part of the Contractor.
- 13.2 delfort will not accept any exclusion from liability.
- 13.3 Instead of claims under implied warranty indemnification for non-performance can be claimed at delfort's discretion.
- 13.4 Contractual penalties for violations of duty of the Contractor that have been agreed shall not exclude any claims under the respective title that go beyond such penalties.

14. Raising of Contractor's Claims

Claims for damages shall be enforced by the Contractor within 6 months after detection of the damage, but not later than 5 years after transfer of the risk.

15. Debt Collection

delfort generally does not allow the collection of debts by banks or debt collection companies, therefore collection orders will be returned unpaid.

16. Industrial Property Rights and Copyright

- 16.1 The Contractor warrants that its deliveries and services do not infringe any patent, utility model, trade mark, trade name, copyright or other third-party industrial property right in Austria or another country, where deliveries are to be made to the Contractor's knowledge. In the event that any third-party claims are raised against delfort for infringement of any such right, then the Contractor shall fully indemnify and hold delfort harmless, without evidence of negligence, against all claims.
- 16.2 Drawings, sketches, designs, engineering documents and other technical documents, as well as samples, catalogues, leaflets, figures and the like will always remain the intellectual property of delfort and shall not be duplicated nor disclosed to any third party without the written consent of delfort. The Contractor shall not use them for any purpose other than that of performing the contract, unless approved otherwise in writing by delfort. Apart from that, the pertinent statutory provisions regarding duplication, reproduction, competition, etc., shall apply. The purchase order shall not be used for promotion purposes.

17. Secrecy

The Contractor undertakes that it will keep, and shall ensure that his employees, directors, officers, agents, contractors

and subcontractors keep in confidence all procedures, data and other facts relating to the business of delfort that come to its knowledge on the occasion of or in relation with the cooperation, even beyond the duration of the business relation, unless delfort releases him expressly from such obligation. This also includes keeping silence about the customer-supplier relationship (references, etc.). Moreover, the Contractor undertakes to bind his employees, directors, officers, agents, contractors and subcontractors to secrecy in the same way.

18. Contractual Penalty

In the event that the Contractor neglects its duties under clauses 16 and 17, a contractual penalty amounting to the purchase price of the delivery/service is agreed. Any damage incurred by delfort exceeding the contractual penalty shall be reimbursed, too. In this case the Contractor has to make full amends.

19. Special Remarks

- 19.1 The Contractor shall not be entitled to assign the performance of its contractual obligation to subcontractors in part or in whole without the written consent of delfort.
- 19.2 Specimens, models as well as any and all documents delivered to the Contractor in connection with the purchase order or the performance of the contract such as designs, drawings, schedules, etc., remain the property of delfort and shall be returned to delfort without being asked as soon as they are no longer required, but not later than upon delivery. The Contractor has no right of retention.
- 19.3 In the event that individual provisions of the contract or of these Terms and Conditions should be invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid provision reflecting the desired objective as closely as possible.
- 19.4 To the extent that certain issues are not regulated by a provision contained herein, statutory regulations shall apply.

20. Applicable Law and Jurisdiction

- 20.1 The contract shall be governed by the substantive laws of Austria, excluding the rules referring to foreign law. The application of the United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980 (UN Sales Convention) shall be excluded.
- 20.2 Any disputes arising out of the contract – including disputes about its existence or non-existence – shall be settled by the court having jurisdiction over delfort's place of business as regards the subject matter and the litigation value.

However, delfort shall be entitled to sue the Contractor at the place of general jurisdiction of the Contractor.

We agree in full with the above terms and conditions!

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Date

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Contractor