

Terms and Conditions of Sale



All sales of products (the "Products") by Rollon Corporation (hereinafter referred to as "Rollon") to a buyer anywhere in the world (each a "Buyer" and collectively the "Buyers") are subject to the following terms and conditions (the "Terms"), which form an integral part of a contract for the sale of Products by Rollon. Accordingly, these Terms apply to all quotations, acknowledgements, and/or invoices submitted by Rollon for the sale, lease or distribution of Products and services ("Services") rendered in conjunction with any Product(s) or systems that incorporate Products ("Systems"). Any modification hereto must be in writing signed by Rollon. Unless otherwise agreed to in writing by Rollon, these Terms shall prevail in the event of any conflict between these Terms and any differing terms submitted by the Buyer in connection with any order. All quotations from Rollon are based on these Terms and any order for, or statement of intent to purchase, or any acceptance of any shipment of Products shall constitute Buyers consent to these Terms.

1. ORDERS AND DELIVERIES

- 1.1. All orders are subject to written acceptance by Rollon. Consequently, no contract is formed unless and until Rollon provides written acceptance of an order.
- 1.2. Delivery schedules (even if accepted or agreed to in writing by Rollon) are tentative and based upon best information available at the time of quotation or acceptance of an order. Rollon will take such reasonable steps as Rollon deems necessary in its sole discretion to meet delivery schedules.
- 1.3. Unless otherwise set forth in Rollon's written order confirmation, all Products are shipped FCA Rollon's loading dock as defined in the Incoterms 2010.
- 1.4. Partial deliveries are allowed in Rollon's discretion. Buyer shall bear all risk of loss to the Products while in transit. Title shall pass to the Buyer upon payment in full.
- 1.5. The Buyer shall arrange for the acceptance of the Products in accordance with the agreed upon delivery schedule. In the event that the Buyer fails to so accept the Products, Rollon may, without further notice, arrange for storage. The Buyer shall be liable for all such storage charges.
- 1.6. Any claim arising out of or in connection with the condition or quality or quantity of the Products shall be made in writing to Rollon at 101 Bilby Road, Suite B, Hackettstown, New Jersey 07840 within ten (10) days after the delivery of said Products. A failure to present such claim within this period shall constitute a waiver of such claim.
- 1.7. If Buyer wrongfully rejects or revokes acceptance of the Products or fails to make payment due on or before delivery, or repudiates all or part of the contract for any Products shipped, Rollon may withhold delivery, or stop delivery of Products or cancel the contract and/or sue for damages at Rollon's exclusive option. If Buyer causes a delay in the delivery of Products or any part thereof, Rollon, at its exclusive option, may extend the period of delivery by a period reasonable in consideration of the circumstances, and, if the delay causes Rollon substantial inconvenience, Rollon has the right to cancel the delivery of the Products whose delivery is delayed. Rollon reserves the right to recoup any expenses incurred or damages suffered by Rollon as a result of such delay(s).

2. PRICES AND QUOTATIONS

- 2.1. Prices are subject to change without notice, but any such changes shall not affect accepted orders scheduled for shipment within thirty (30) days from the date the order is entered. Prices of Products scheduled for shipment after that period shall be those as published and in effect at the time of shipment. However, Buyer may, by written notice within five (5) days of receipt of the information on price increases, elect to cancel the order.
- 2.2. Price quotations are firm for thirty (30) days.

2.3. Prices in catalogs or brochures are not binding unless confirmed in writing by Rollon in an order confirmation. Unless otherwise agreed in writing between the parties, all prices are net FCA Rollon's loading dock and exclusive of packaging, transport, delivery, assembly, installation, initial commissioning and acceptance costs.

3. PAYMENT

3.1. All orders will be invoiced upon the earlier of (a) shipment giving credit to any applicable deposits actually received by Rollon (which may be non-refundable as provided in the applicable Rollon quotation or written order confirmation from Rollon) or (b) as otherwise expressly provided in an authorized written quotation from Rollon or a written order confirmation from Rollon. Unless otherwise specified in a written order confirmation from Rollon, payment of invoices shall be made to Rollon within thirty (30) days of the date of invoice. Unless otherwise agreed in writing, Rollon reserves the right to submit invoices for partial shipments. Any requests for electronic data interchange (EDI) or portal-type invoicing will result in a twenty-five dollar (\$25) handling charge per order.

3.2. Rollon may charge interest on any unpaid amount from the due date of payment at the lesser of the following (a) at a rate of one and one-half percent (1.5%) per month, or (b) at the maximum rate allowed by law. In the event of collection of the amount due by an attorney, Rollon shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees. All further rights and remedies are expressly reserved.

3.3. Unless and until Buyer pays all amounts due Rollon, Rollon may withhold the necessary operating software and passwords from Buyer to make the Product(s) operative. In the absence of written agreement by Rollon to the contrary, Rollon will have no obligation to provide the operating software or passwords to Buyer which is necessary to make the applicable Product(s) operative until Rollon has received payment in full from Buyer for such Product(s).

4. SECURITY INTEREST

4.1. As security for the timely payment and performance of all amounts due by Buyer to Rollon, Buyer hereby grants to Rollon a first priority purchase money security interest (the "Security Interest") in the Products following delivery thereof to Buyer ("Collateral"). The Security Interest shall remain in force until payment in full of the entire purchase price for the Products and any other amounts due to Rollon by the Buyer has been effected.

4.2. If so requested by Rollon, Buyer shall deliver to Rollon, in form and substance satisfactory to Rollon, and duly executed as required by Rollon, such financing statements and other security interest perfection documentation, duly filed under the UCC in all jurisdictions as may be necessary, or in Rollon's sole and absolute discretion, desirable, to perfect Rollon's Security Interest in the Collateral, in order to establish, perfect, preserve and protect the Security Interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of the Security Interest. Buyer further grants Rollon the right, in Rollon's sole and absolute discretion, to take any and all necessary actions to perfect the Security Interest granted in any applicable jurisdiction(s) without further authorization from Buyer.

5. SOFTWARE

5.1. For products which require software, subject to the limitations and restrictions in this section 5.1 and in sections 5.2 to 5.5 below. Rollon hereby grants Buyer a non-exclusive and non-transferable license to use the following software but only in connection with the Buyer's use of the Products: Rollon Motion Box (the "Licensed Software"). No other license or any rights in any other software of Rollon or any third party is conveyed to Buyer. Such license shall not include any right of ownership of intellectual property of Rollon or any third party or right to copy, modify, market, sublicense or distribute the Licensed Software, to make the Licensed Software available to any other person, whether on a time sharing basis or otherwise, or to create works derivative of the Licensed Software. For the avoidance of doubt, ownership of the Licensed Software remains with Buyer or, if applicable, Rollon's Licensor, and Buyer agrees that it remains bound by the terms of any applicable licenses from third parties to Rollon and that Buyer does not obtain proprietary rights in the Licensed Software or any other software whether belonging to Rollon or any third party.

5.2. Buyer agrees that any Licensed Software or any other software delivered to Buyer by or on behalf of Rollon may not be reverse engineered, decompiled, decrypted or otherwise altered without Rollon's prior written approval.

5.3. Buyer acknowledges and agrees that all title and interest, including all patents, copyrights and trade secret rights in the Licensed Software are the exclusive property of Rollon or its licensors, if any, and that such Licensed Software is licensed to Buyer by or on behalf of Rollon and not sold to Buyer.

5.4. Rollon may offer updates to the Licensed Software at its sole discretion. Unless Rollon informs Buyer otherwise in Product documentation or in a separate agreement with Buyer, Rollon does not promise that Rollon will provide Buyer with updates according to any particular schedule, or at all. Any provision by Rollon of any update of Licensed Software does not extend any warranty term or provision.

5.5. Licensed Software may be set by default to automatically transmit information from Buyer's computer, device, or Product to Rollon when the Product or Licensed Software is connected to the internet. For example, this information may be technical or environmental information such as the version, model, or unique identifier of the Licensed Software or Buyer's computer or other device. Rollon may use such information for Product support, to diagnose problems or to administer its Product warranty, but will not use such information in other ways without the written consent of Buyer. Rollon may provide such information to its partners, developers, and to other third parties subject to the foregoing use limitations.

6. RETURN POLICY

6.1. Returns for credit are not allowed without Rollon's prior written consent. Only unused standard Products in original packaging and suitable for resale will be considered for credit, provided that such Products are returned to and received by Rollon within ninety (90) days of the original invoice date. Special order Products (including but not limited to non-stocked items, specifically designed Products, non-standard length Product, special assemblies, control systems, and electronic Products) are not returnable for credit.

6.2. Credit will be based upon prices in effect at the time of return or time of invoicing, whichever price is lower, less deduction for handling, re-inspection, and less any additional expenses incurred in restoring goods to saleable condition, as determined by Rollon's inspection. The restocking charge will be the higher of twenty-five percent (25%) of the purchase price invoiced for such Products or Rollon's documented costs and expenses in connection with restocking the returned Products. All return shipping charges must be prepaid by the Buyer.

6.3. Products not accepted for credit (such as used or damaged Products, or Products with missing accessories or packaging materials) will be returned freight collect to Buyer.

6.4. All returns accepted by Rollon shall be for credit only and no refunds shall be given.

7. ORDER CANCELLATIONS

Order cancellations by Buyer are subject to a reasonable charge, to be determined by and at the sole discretion of Rollon. Orders for Special order Products (as described under section "Return Policy") may not be cancelled. A cancellation charge of the higher of twenty-five percent (25%) of the purchase price invoiced for such Products or Rollon's documented costs and expenses resulting from such cancellation will be applied to any order cancellation.

8. DESIGNS AND PUBLISHED DATA

All Product designs and specifications are subject to change without notice. Such changes are not applicable to prior sales. Rollon assumes no responsibility to make changes to Products already supplied. All data concerning Products, Licensed Software or Services provided by Rollon is believed to be sufficiently accurate for general use of the Products, however, any responsibility for errors or omissions is excluded. Certified prints are available on request at such charge as shall be in effect from time to time. Operating, maintenance and safeguarding guidelines

for the Products may be available to Buyer in printed form with the delivery of the Product and/or at the following link www.rollonmotionbox.com. These are guidelines only and Rollon assumes no responsibility for any inaccuracy or inadequacy thereof and Buyer assumes associated risks thereof to the maximum extent permitted by applicable law as set forth in the next succeeding section. For the avoidance of doubt, Rollon shall not be liable or responsible for any damages arising out of any injury caused or allegedly caused by any products or parts used by Buyer on or with Products purchased from Rollon.

9. ASSUMPTION OF RISK - INDEMNIFICATION BY BUYER.

To the maximum extent permitted by applicable law and except as otherwise expressly provided in these Terms,

- A. Buyer assumes all duties and obligations, as well as any and all liability arising out of its maintenance, operation, safeguarding, and/or use of any Products, including without limitation the assumption of all duties and obligations related to complying with any applicable local, state and/or federal laws, rules, regulations, ordinances, and applicable industry standards including (without limiting the foregoing) laws, rules, regulations, ordinances, and applicable industry standards pertaining to the safe operation and/or use of Products by Buyer, or to the safe design or manufacture of any product or part used on or with any Products.
- B. Buyer shall exonerate, hold harmless, defend and indemnify Rollon and its affiliates, shareholders, directors, officers and employees against any kind of claim, liability or lawsuit arising out of the design, manufacture, handling, use, distribution and/or sale of any product or part used by Buyer on or with any Products.
- C. Buyer will, at Rollon's request, assume the defense of any aforereferenced claim, liability or lawsuit and reimburse Rollon for all costs and attorneys' fees expended in the defense of such claim, liability or lawsuit.
- D. Buyer will promptly give notice to Rollon of any claim, liability or lawsuit alleging a defect in Products caused by the design, manufacture, handling, use or sale of Products of which Buyer becomes aware.

10. WARRANTY

10.1. Rollon warrants to Buyer that the Products will be free of defects in material and workmanship appearing within twelve (12) months from the date of shipment (except for Licensed Software for which the warranty period shall be three (3) months from the date of shipment); provided the Products are used for the purpose intended and are maintained, handled, serviced and operated in accordance with the written instructions and manuals supplied by Rollon or the manufacturer of the Products (or developer of the Licensed Software). **FOR THE AVOIDANCE OF DOUBT, NO WARRANTY IS PROVIDED WITH RESPECT TO ANY SERVICES.**

10.2. If a warranty defect arises, and Rollon is timely notified in writing, Rollon will, at its option, repair or replace the defective Product or refund the purchase price thereof. Such repair, replacement or refund shall be the sole liability of Rollon and the sole remedy of Buyer with respect to the defective Product. Rollon will not be liable to remove defective parts or material, or install replacement parts or material, or to pay for the same. In no event shall any warranty claims be made more than thirteen (13) months after delivery of the purchased Products (or three (3) months after delivery of the Licensed Software).

10.3. Rollon shall have no responsibility to repair, replace or issue refunds for Product(s) damaged as a result of (a) inadequate installation, handling, operation or maintenance of Product(s) (including without limitation, the installation, handling, operation or maintenance of Product(s) contrary to written instructions and/or recommendations of Rollon), or (b) acts of Buyer or third parties, acts of God or Nature, modification, misapplication, abuse, or other similar events, or (c) damage caused by use of the Product(s) for purposes other than those for which it was designed, or (d) damage caused by unauthorized attachments or modifications, or (e) Product(s) which have been

repaired, modified or altered outside of a Rollon facility whether repair components were supplied by Rollon or its distributors or affiliates or not.

10.4. Unless expressly warranted in Rollon's order confirmation, Rollon makes no warranty that the Products comply with applicable law, regulations or specifications in any jurisdiction in which the Products may be sold, marketed or used, except for the designated use in the United States, its states, territories and possessions. Any governmental or other approvals necessary in connection with the resale, marketing, distribution or use of the Products shall be the sole responsibility of Buyer.

10.5. THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES; AND ROLLON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent, distributor or employee of Rollon has authority to extend the scope of this warranty or make any other representation, promise or warranty with respect to the Products.

11. LIMITATION OF LIABILITY

11.1. IN NO EVENT SHALL ROLLON BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OF ANY KIND, OR DAMAGES CAUSED BY DELAY IN PERFORMANCE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, COST OF SUBSTITUTES, ARISING FROM OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR ORDER, WHETHER FOR BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT. ROLLON'S MAXIMUM LIABILITY FOR ANY CLAIMS ARISING FROM OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR ORDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE INVOICED PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO THE CLAIM.

11.2. It is agreed and acknowledged that the provisions of these Terms allocate the risks between Rollon and the Buyer in a fair and equitable manner, Rollon's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, Rollon would not have agreed to sell the Products to Buyer.

11.3. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

12. INDEMNIFICATION

12.1. Buyer agrees to diligently protect, defend, hold harmless and indemnify, Rollon and its directors, officers, employees, shareholders, affiliates, agents and representatives from and against any and all liability, claims, lawsuits, losses, demands, damages, costs and expenses, including, without limitation, attorneys' fees and costs, experts' fees and costs, and court costs, (the "Losses") arising from any third party claim (i) due to any use of the Products of any nature in a manner other than for which they were intended, or (ii) arising out of any breach of any of Buyer's representations or covenants or other terms contained in these Terms or any contract in which these Terms are incorporated or to which these Terms are attached or made part of, or (iii) arising out of the improper use, storage, handling, transportation, maintenance, modification or alteration of Products by or on behalf of Buyer or any third party; or (iv) due to any use of the Products of any nature for any modification or programming error which may cause damage, loss or bodily injury or death; or (v) arising out of a design or specification which is provided by or on behalf of Buyer except to the extent such Losses have been incurred as a direct result of a breach of Rollon's warranty, Rollon's willful and knowing infringement of the intellectual property rights of any third party, or Rollon's gross negligence or willful misconduct.

12.2. Further, the Buyer agrees to protect, indemnify and hold harmless Rollon and any of its directors, officers, employees, shareholders, affiliates, agents and representatives for any and all claims arising out of such party's use of any Rollon Product or improper assembly, improper use, improper attachment of tools, improper integration into other machinery or equipment and/or alterations of such Rollon Product.

12.3. Subject to the exceptions and limitations set forth in these Terms, Rollon agrees to diligently protect, defend, hold harmless and indemnify, Buyer and its directors, officers, employees, shareholders, affiliates, agents and representatives from and against any and all Losses arising directly or indirectly out of (i) Rollon's gross negligence or willful misconduct with respect to the Products, or (ii) any breach or misrepresentation of any of Rollon's representations or covenants or other terms contained in these Terms.

12.4. Each indemnitee shall notify the indemnitor in writing within ten (10) days of the receipt of any claim, suit or proceeding, including any incidents involving personal injury or damage to property. The indemnitee shall cooperate with the indemnitor with regard to the defense of any suit or threatened suit. In the event of a claim involving an accident or safety issue, the indemnitor shall make available all statements, reports and tests concerning the incident. The indemnitor may assume control of the defense of any such claim, proceeding or suit and shall have the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment which may be entered, except that the indemnitor shall obtain the indemnitee's prior written consent to any settlement, which consent shall not be unreasonably withheld.

13. PROPRIETARY RIGHTS

All Licensed Software, inventions (whether patented or not), methods, processes, know-how, layouts, models, designs, sketches, drawings, blueprints, patterns, trade secrets, copyrights, mask works, trade names, registered and unregistered trademarks and service marks, proprietary materials or other intellectual property and all improvements or modifications relating to any of the foregoing, incorporated into or in any manner associated with or attached to the Products or otherwise provided to Buyer (the "Rollon Intellectual Property") are and shall at all times remain the sole property of Rollon or its licensors. Buyer agrees not to (a) modify, translate, decompile, reverse engineer, copy or duplicate the Rollon Intellectual Property, nor to remanufacture or have remanufactured any products which incorporate the Rollon Intellectual Property, (b) to use any of Rollon's trademarks, service marks or trade names in any manner without the prior written permission of Rollon, or (c) to infringe, or permit a third party to infringe, any such Rollon Intellectual Property or to adapt the Products in any way or to create a derivative work of any of the Rollon Intellectual Property, except as may be authorized in writing by Rollon. Any act or omission of Buyer contrary to the provisions of this Section 13 shall be a material breach of these Terms.

14. FORCE MAJEURE

14.1. Rollon shall not be liable for delays in performing contractual obligations due, in whole or in part, to any contingency beyond its reasonable control, including acts of God, fires, accidents, strikes, labor disputes, floods, wars, terrorism, sabotage, or governmental laws, ordinances, rules or regulations or any other events, occurrences or conditions beyond Rollon's control.

14.2. If Buyer fails to accept delivery of any Products due to reasons beyond Rollon's control, Buyer shall nonetheless pay the purchase price for the Products to Rollon.

15. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

15.1. These Terms and any contracts and the performance thereof shall be governed by the laws of the State of New Jersey without giving effect to the principles of conflicts of law thereof or the UN Convention on Contracts for the International Sale of Goods of 1980.

15.2. Buyer agrees that any dispute between Buyer and Rollon arising out of or relating to these Terms, or any Products or Services (collectively, "Disputes") will be governed by the arbitration procedure outlined below.

- **Contact Rollon First:** In order to address any concerns of Buyer, Buyer agrees to try to resolve the Dispute informally by contacting Rollon at orders@Rolloncorp.com. Buyer agrees not to commence a legal proceeding, including arbitration, unless the Dispute is not resolved within twenty (20) days or such other later time as agreed to by Rollon and Buyer following submission by Buyer of the Dispute to orders@Rolloncorp.com.
- **Agreement to Arbitrate:** Buyer and Rollon each agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.
- **Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules before one arbitrator in New York, New York, or in any other location Rollon and Buyer agree to in writing.
- **Exceptions to Agreement to Arbitrate:** Either Buyer or Rollon may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Products or service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- **No Class Actions:** Buyer agrees to only resolve Disputes with Rollon on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms.
- **Judicial Forum for Disputes:** In the event that the agreement to arbitrate is found not to apply, each of Buyer and Rollon hereby irrevocably submits to the exclusive jurisdiction of the state courts for Warren County of New Jersey, for the adjudication of any Dispute and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

16. NO ASSIGNMENT

Buyer may not assign its orders or any contract in which these Terms are incorporated or to which these Terms are attached or made part of, or any right or interest herein or therein, or any other obligation arising hereunder or thereunder without the prior written consent of Rollon. Notwithstanding the foregoing, if Buyer is a Rollon authorized distributor or integrator (collectively a "Distributor"), Rollon agrees that it will not unreasonably withhold written consent to any request of Distributor to pass through the Limited Warranty to a direct customer of Distributor ("Customer") who purchases a Product from Distributor, provided the Distributor provides Rollon with the name and address of the Customer and the specific geographic location where the Customer will utilize the Product. If Distributor provides an extended or supplemental warranty to its Customer, such extension or supplement shall not extend, increase or otherwise affect Rollon's liability for its original warranty.

17. SEVERABILITY

If any provision contained in these Terms is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms, and the remainder of these Terms shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under these Terms by one party to the other, the remaining provisions of these Terms shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

18. MISCELLANEOUS

18.1. In the event of a violation or threatened violation of Rollon's proprietary rights, Rollon shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent

injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that Rollon would suffer irreparable harm.

18.2. The waiver by Rollon of any breach or violation of these Terms by Buyer shall not be construed as a waiver of any other existing or future breach or breaches by Buyer.

18.3. Nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between the parties.

18.4. These Terms shall apply to all sales of Products to Buyer and shall survive the termination or cancellation of any other agreements, including but not limited to development agreements, service agreements or supply agreements, between Rollon and Buyer.

18.5. Obvious stenographic and clerical errors contained in the Terms are subject to correction by Rollon.

19. EXPORT

19.1. Products are sold to customers for use in the United States only. Any exporting of Products or any technology related to these Products is by Buyer and not by Rollon. Buyer is solely responsible, at its own expense, for complying with all applicable export laws and regulations relating to the export of Products and components thereof, including but not limited to the United States Export Administration Act and the Export Administration regulations promulgated from time to time thereunder, as the same may be amended, and with obtaining any necessary export license, permit or other approval which may be required in connection with the export or re-exportation of any Products. Buyer shall execute any documents requested by Rollon for the purpose of complying with the United States laws and regulations. If such documents are not properly completed and submitted to Rollon as requested, Rollon may terminate the sale of Products to Buyer at any time with no further liability to Buyer.

20. NO WAIVERS

20.1. No failure by Rollon to enforce in any instance any of these Terms shall be deemed or construed to constitute a waiver of the same or any other provision of these Terms then or thereafter and Rollon shall have the right thereafter to enforce each and every term and condition of these Terms.

Last Revised: April, 2016