

Von Roll Schweiz AG
Passwangstrasse 20
Postfach
4226 Breitenbach
Switzerland

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Our CH-VAT Reg-Nr. 745742
Our EC-VAT Reg-Nr. DE 812860746
Our FR-VAT Reg-Nr. FR37479510455
Our EORI-NO. DE2242850

R.E.M. s.r.l.
via Ferruccia, 16/A
03010 Patrica
Italy

1390311/0000

Breitenbach, 18-JUN-2010

Invoice no. 11006464 **Order number** 393276

We herewith invoice your order according to our order acknowledgement and on the basis of our General Terms and Conditions of Sale and Delivery on the reverse.

Order Acknowledgement from 01-JUN-2010

Your order 2108
28/MAY/2010 - SIG.ALFREDO EVANGELISTI

Your tax reg. No. IT 02240470605

Responsible Aurelia Forni
Tel: (+41)61-7855318
Fax: (+41)61-7855188
aurelia.forni@vonroll.com

Incoterms 2000 DDP PATRICA, EXCL.VAT
Means of Transportation Truck

Delivery address 1390311/0000
R.E.M. s.r.l.
via Ferruccia, 16/A
03010 Patrica
Italy

Payment terms 60 days net end of month

Due date 31-AUG-2010

Payable on account 362646.60B, Clearing 230
UBS AG, CH-8098 Zürich
SWIFT-BIC: UBSWCHZH80A
IBAN: CH56 0023 0230 3626 4660 B

Total invoice amount 487,50 EUR

Nicht Ozon abbauend

Le date indicate sono EXW Breitenbach

For Shipments with destination EU/EEU:
Von Roll Schweiz AG has appointed Von Roll REACH GmbH/München, Germany as only
Representative in accordance with article 8 of EC-Regulation 1907-2006 (REACH).

Invoice no. 11006464 18-JUN-2010

Line. 1	Item Number 112282	Delivery note No.	371776	15F
	Varnish 8002 grey	Dispatch date	10-JUN-2010	
	1550 MPAS/FK 61 % FP 12 GRAD C, c.c.	Order/Line	393276/0001	
		Unit	Kilogram	KG
		Price/Unit	32,5000	EUR
Country of Origin	CH	Quantity deliv.	15,000	KG
Customs tariff	320890 00	Amount w/o VAT	487,50	EUR
		VAT/1TZ	0,0000	%
		Amount incl. VAT	487,50	EUR

1 kg can

Line. 2	Item Number VOC	Delivery note No.	371776	15F
	Valid for Swiss customs purposes only	Dispatch date	10-JUN-2010	
		Order/Line	393276/0002	
		Unit	Kilogram	KG
		Price/Unit	0,0000	EUR
Country of Origin		Quantity deliv.	6,300	KG
Customs tariff		Amount w/o VAT	0,00	EUR
		VAT/1TZ	0,0000	%
		Amount incl. VAT	0,00	EUR

Net value	690,84	CHF	487,50	EUR
Value added tax	0,00	CHF	0,00	EUR
Total amount	690,84	CHF	487,50	EUR

Summary Value added tax:
 1TZ Sales without VAT 0,0000 % 487,50 EUR

Load	Package	Package-Typ	Kg net	Kg gross
371776 01		carton(s) DIM.67X28X33 CM. UN/4G MIT 15 DOSEN A 1 KG	15,000	19,500
			15,000	19,500

POS. 1 = CHARGE 154 DIM.67X28X33 CM.

1 KARTON UN/4G MIT 15 DOSEN A 1 KG

ADR : IN BEGRENZTEN MENGEN (UN 1866)

Von Roll Schweiz AG

For Shipments with destination EU/EEU:
 Von Roll Schweiz AG has appointed Von Roll REACH GmbH/München, Germany as only
 Representative in accordance with article 8 of EC-Regulation 1907-2006 (REACH).

1. General

- 1.1 The contract shall be deemed to have been entered into upon receipt of Von Roll Switzerland Ltd.'s ("Company") written order acknowledgement. Quotations which do not stipulate an acceptance period shall not be binding.
- 1.2 These General Terms and Conditions of Sale and Delivery shall be binding if declared applicable in the quotation or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these General Terms and Conditions of Sale and Delivery shall only be valid if expressly acknowledged by the Company in writing.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

2. Scope of Supplies and Services

The supplies and services of the Company are exhaustively specified in the order acknowledgement and in appendices thereto.

3. Technical Documents

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.

4. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works (as per INCOTERMS 2000), without any deduction whatsoever. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, shall be borne by the customer.

5. Terms of Payment

- 5.1 Payments shall be made by the customer at the Company's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.
- 5.2 If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Company's domicile. The right to claim further damages is reserved.

6. Reservation of Title

The Company shall remain the owner of all supplies until having received the full payment in accordance with the contract. The customer authorizes the Company to record its property rights when necessary to protect ownership.

7. Delivery Time

- 7.1 The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 7.2 The Company undertakes to use its best endeavours to dispatch on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stated in writing.

- 7.3 The customer shall be entitled to claim liquidated damages for delayed delivery in case of a fixed delivery term in so far as it can be proved that the delay has been caused through the fault of the Company and that the customer has suffered a loss as a result of such delay. Damages for delayed delivery shall not exceed zero point five per cent (0.5%) for every full week's delay and shall in no case whatsoever altogether exceed five per cent (5.0%) of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.
- 7.4 The Company reserves the privilege of making partial deliveries and shipping overages or underages of weight and/or quantity up to +/- 10%.

8. Packing

Unless otherwise specified on order acknowledgement, packing shall be charged for separately by the Company and shall not be returnable.

9. Warranty, Liability for Defects

- 9.1 The warranty period is 12 months. It starts when the supplies leave the works. For replaced or repaired parts the warranty period starts anew and lasts 12 months after replacement. Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications.
- 9.2 Claims for defects must be notified within 10 days of receipt by the customer of the supplies.
- 9.3 Upon written request of the customer, the Company undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship.
- 9.4 THE COMPANY REPRESENTS AND WARRANTS THAT THE SUPPLIES AND SERVICES WILL MEET COMPANY'S SPECIFICATIONS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES AND THE CUSTOMER SHALL HAVE NO OTHER REMEDIES EXCEPT AS SET FORTH HEREIN.

10. Events of Force Majeure

No failure by either of the parties in the performance of its obligation shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party including but not limited to acts of God, laws, regulations, orders, requests or other actions of government, fire, storm, flood, accidents, strikes or other labour troubles, shortage or instability, or inability to obtain raw materials, fuel, power or transportation.

11. Jurisdiction and Applicable Law

- 11.1 The place of jurisdiction for both the customer and the Company shall be **Breitenbach** (Switzerland). The Company shall, however, be entitled to sue the customer at the latter's registered address.
- 11.2 The contract shall be governed by the laws of Switzerland, under exclusion of the Vienna United Nations convention on contracts for international sale of goods of April 11, 1980.