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Corner Roller





Plastic Tray











PU Foam Board Without Sponge Cover





Wall \& Floor Scraper

Aluminium Radius Roller

## General terms for sale and delivery of Roll Roy Middle East

## 1. Application

These conditions apply to all estimates issued by us and all contracts concluded by us. Deviations from these conditions shall only be valid if approved in writing by our Board of Directors.
2. Estimates/formation of contract
2.1 Our estimates are not contractually binding and are subject to being revoked by us for up to two days after our receipt of the acceptance.
2.2 Likewise, a contract will be formed by our delivering goods in terms of any estimate, undertaking to dispatch or invoice.
3. Prices

Our prices are exclusive of taxes and levies, packaging, transportation and insurance. They are based on the cost price applicable to us at the date the contract is formed. If that cost price changes unforeseeably before delivery takes place, we shall be entitled to amend the agreed price in line with such changes.

## 4. Delivery

4.1 Delivery shall be effected by separating out the goods at our store or by handing them over to the carrier. Goods are always transported at the customer's risk and expense, even when we arrange the carriage.
4.2 Any delivery date supplied by us shall be indicative only, unless otherwise explicitly agreed in writing. Any over-run on such a date shall not entitle the customer to dissolve the contract, nor to payment of compensation nor to suspension of the customer's payment obligations 4.3 The delivery period will not commence until we receive all information necessary for the performance of the contract.
4.4 If instalment payments have been agreed, the period within which we have to perform our obligations will be extended, by operation of law, by the period during which the customer leaves any due instalment, or part thereof, unpaid.

## 5. Circumstances giving rise to delay

"Circumstances giving rise to delay" will be held to include: any circumstance independent of our volition or control, whether or not foreseeable, resulting in the temporary prevention of full or partial performance of the contract on our part, or making performance so problematic for us that we could not reasonably be required to do so in time.

## 6. Default

6.1 We shall never be in default until after the customer has demanded compliance from us by means of recorded delivery letter or bailiff's service, with provision of a period of two weeks in which we may still complete the performance of our obligations without being held to be in default.
6.2 If we are prevented from performance during that period as the result of circumstances giving rise to delay, as defined in the foregoing clause, we shall, in our option, either continue with the contract, issuing a written report on the nature of the circumstances giving rise to delay, or else dissolve the contract, partly or wholly, by means of a letter sent by ordinary post. 6.3 If we elect to continue with the contract, then the period in which we shall still be able to effect timely compliance with our obligations will be extended by however long the circumstances giving rise to delay persist. In the event of dissolution, we shall not be under any obligation to make any payment to the customer.

## 7. Force majeure

7.1 If we are prevented from complying with our obligations by reason of force majeure, we shall be entitled to dissolve the contract for that reason by means of written notification sent by ordinary post, without being under any obligation to make any payment to the customer.
7.2 The term "force majeure" shall include any circumstance giving rise to delay, within the meaning of these conditions, to the extent that it persists for a period in excess of three months.
7.3 If and to the extent that we have already partially met our obligations at the time when the force majeure or the circumstance giving rise to delay occurs, we shall be entitled to demand payment for that partial performance and to dissolve the contract so far as the remaining, un-performed, part of the contract is concerned.

## . Security

We shall at all times be entitled to demand security for performance of obligations due to us. If the customer fails to provide this within the period we stipulate, then we shall be entitled to declare the contract to be dissolved by means of notification sent by ordinary post. To the extent that any goods have already been delivered by that stage, the customer shall be obliged to deliver them back to us within five days after receipt of such notification and shall be obliged to pay us all losses we sustain as a result of the customer's refusal to comply.

## 9. Payment

9.1 Payment must be effected, without set-off or deduction, within thirty days after the date of the invoice. Failing that, the customer will go into default by operation of law, and shall be liable to pay interest for the delay, amounting to one-and-a-half percent of the invoice amount for every month or part thereof by which the payment period is exceeded.
9.2 Payments will be applied in the first instance to satisfaction of any costs due, thereafter to interest and finally to principal sums due in sequential order according to their age, irrespective of any indications by the customer in relation to its payment.
9.3 To the extent that the customer is in default, we may suspend further deliveries and dissolve the contract to
the extent that we have not yet met its requirements, all without prejudice to our right to payment of all damages, including costs, incurred.
9.4 To the extent that the customer is in default in respect of any obligation due to us, it shall also be in default in relation to all other claims we have against it. 9.5 The customer shall be liable for all costs and payments incurred by us in the protection and exercise of our rights. Extra-judicial costs shall be due if we place the matter in the hands of an attorney, whether as Plaintiff or Defendant. The extent of those costs shall be set at $15 \%$ of the financial value of the obligation whose compliance is being required with a minimum of $€ 350$.-and at a fixed sum of $€ 3,500$.- in the case of an indefinite interest.
9.6 If we proceed to petition for the customer's bankruptcy, the costs associated with that, being a fixed amount of $€ 850$.--, will be met by the customer. 9.7 If we are wholly or substantially successful in any other judicial proceedings against the customer, then the customer (contrary to the terms of Articles 56 and 57 of the Code of Civil Procedure) shall be obliged to pay all costs actually incurred by us in the proceedings, including full attorney costs.
10. Retention of title
10.1 All goods delivered by us remain our property until the customer has met all obligations due to us in relation to the goods delivered or to be delivered, including interest and costs resulting from default on the customer's part.
10.2 If any new article is formed by or on behalf of the customer (including partially) from the goods falling within our retention of title, the customer shall be deemed to have acted on our instructions in doing so and to hold that new article for us up until the date when our retention of title lapses as a result of the terms of the foregoing paragraph.
10.3 We shall be entitled at any time to recover goods in our ownership, at the customer's expense.
11. Auxiliary materials
11.1 All drawings, tools, dies, models and other auxiliary materials produced by us, whether in collaboration with the customer or otherwise, shall at all times remain our property. In the absence of written permission, no copies may be made of those items and, further, they may not be shown or disclosed to third parties. It will be of no relevance here whether the customer has been charged for the production of these items. The customer shall return such items to us on first request to do so.
11.2 Transportation and shipment costs for such items shall always be at the customer's risk and expense, irrespective of the question of ownership thereof.
12. Pledge, retention rights

Articles under our supervision but belonging to the customer will be pledged to us against all claims of whatever nature we shall have or may obtain against the customer. We shall also be entitled to exercise a right of retention over these articles in relation to all claims due by the customer. The costs associated with the maintenance and exercise of these rights shall be met by the customer and shall likewise be secured by these rights.
13. Complaints
13.1 The customer must immediately check goods delivered for all visible or otherwise readily established defects. Complaints of any nature shall not suspend the purchaser's payment obligation and may only be intimated to the seller in writing within the time limits stated in these conditions. In the absence of written complaint within eight days after delivery, the goods delivered will be deemed to have complied with their requirements. This will apply in every case for goods which have been used, always excluding latent defects. Complaints about these (latent defects) must be intimated in writing within six months after delivery and within eight days after discovery. Complaints about our invoices must be intimated, in writing, within fourteen days after the date of the invoice. The lapse of any time limit specified in this clause shall render all claims by the customer under the relevant time limit invalid. 13.2 The articles subject to any complaint must be returned to us free of charge. If the complaint appears justified, we shall have the option of either re-delivering, free of charge, or issuing a credit-note.
14. Liability
14.1 Without prejudice to the terms of Article 6:185 of the Civil Code, we shall not be liable to the customer for damages beyond the level of the invoice amount for the delivery on which the liability for compensation is founded.
14.2 We shall never be liable for damage caused by those under our control or those whom we use for the performance of the contract, even if the damage is attributable to intention or gross negligence on their part.
14.3 Guidance in connection with application, use or adaptation of goods supplied by us is given to the best of our knowledge and without obligation. We shall never be liable for losses resulting from following such guidance.
14.4 Any customer who re-sells goods delivered by us or forms new articles from them shall be obliged to take out adequate product liability insurance (Article 6:185 of the Civil Code).
14.5 The customer must indemnify us against all third party claims insofar as these might lead to liability of a greater extent than that accepted by us under these conditions.
15. Consequences of dissolution
15.1 If a contract is dissolved on our initiative either in whole or in part, we shall be entitled to recover payment of all of our losses, costs and loss of profits in relation to the dissolved contract from the customer. The security rights available to us under these conditions and otherwise shall also apply to that entitlement. 15.2 We shall be entitled to set-off amounts due to us by the customer under the foregoing paragraph against whatever we may be due to pay the customer under any annulment provision or otherwise.
15.3 For goods sold by us which are either retained by us as a result of dissolution, or are given back to us or are taken back by us under the provisions in clause 10.3 of these conditions, we shall only be liable to credit the customer to the extent of the actual value thereof to us at the date when we obtain or recover actual control over those goods.
16. Law and choice of forum
16.1 The law of the Netherlands shall apply exclusively to all contracts concluded by us. Application of the 1980 Vienna Convention on the Sale of Goods is hereby excluded.
16.2 Except where otherwise required by compulsory statutory provision, all disputes shall be adjudicated exclusively by the competent Court in Amsterdam. We shall, nonetheless, be entitled to institute legal claims against contracting parties in the Courts of their domicile.

## 17. Final provisions

17.1 If we fail to demand compliance with any one or more of these conditions in any particular case(s), there will be no right to assume that we have waived the right to demand compliance with the remaining provisions, nor that we may not subsequently demand strict compliance with all conditions.
17.2 If it appears at any stage that any provision of these conditions must be regarded as null and void, then it shall be deemed to have been replaced with the provision, closest in meaning to its contents, which will in fact be valid. The remaining provisions will remain in full force and effect in all circumstances.

