

## Terms of delivery

Our terms of delivery are only provided by way of information and are without commitment. Nevertheless, Oxyplast will do everything in its power to deliver in the term that was agreed upon.

A delay in the execution of the order can by no means constitute a reason for indemnification, compensation, or rejection of delivery – unless an explicit and written delivery term has been agreed upon – in that case, Protech-Oxyplast will reimburse 10 euro for each day of delay, however, limited to 100 euro.

## Payments

Our invoice is payable on one of our bank accounts on the expiry date as mentioned on the invoice. Interest due to neglect is legally and without preceding proof of default indebted, to be calculated from the expiry day. The interest rate is equal to the statutory interest rate and increased by 3 points. Suppose the customer is still in default after more than 15 days from exhortation by regular letter. In that case, an additional compensation for extra costs and administration; that result from non-payment on the expiry date; is payable by a fixed lump sum of 100 euro for each unsettled invoice.

The non-payment on the expiry day of an invoice grants us the right to cancel current orders or suspend them without any formality and unabated the right to indemnification on our part.

The client is obliged to accept the goods on receipt. Objections should be immediately notified by telephone and within eight days from receipt of the goods confirmed in writing. Furthermore, the client should make every possible effort to enable the possibility for a check and reduce damage.

The invoice that is made up, in conformity with the dispatch bill, will be regarded as accepted by the client if no remarks have been made within 14 days from receipt. The product prices as mentioned on the invoice are, in descending order of importance, mentioned in the concerning agreement, in the quotation or in the basic pricelist that is in the possession of the client.

## Quality

We cannot be held responsible in the event of a supplied product that has not been applied by the client according to the rules; technical folders and processing directions can be obtained by a simple request.

Goods for which visible or hidden deficiencies have been established should be replaced by Protech-Oxyplast free of charge or partially or completely reimbursed. We cannot be obliged to any form of indemnification to the client unless in the specific case, the circumstances should reveal that a severe shortcoming has been made on our behalf: in that case, the indemnification will limit itself to the cost for revarnishing a maximum of one oven length of coated material.

The colors that have been offered by Protech-Oxyplast were developed to meet the customer's specifications as well as possible. Protech-Oxyplast commits itself to match the color of the offered powders as closely as possible to the first development of the product. The reference plates will be stored at Protech-Oxyplast; only these plates will function as a reference. Deviations compared to other references such as RAL standards, etc. can by no means be the cause for the indemnification of the customer. The weight of the goods may deviate up to 10% more or less.

From the moment that the customer has accepted the purchase agreement, he will agree to the before-mentioned sales conditions. Our conditions remain valid, except for a written other-reading agreement, notwithstanding other stipulations on the client's documents. The courts in Gent are solely authorized to decide on all disputes concerning the settlement of our invoices or other problems that are connected to the above-mentioned General Sales Conditions.

## Stipulation of property restrictions

Although the possibility exists that the supplied goods have already been processed before the full price has been settled, Protech-Oxyplast remains in principle the owner of the goods until full settlement of the price.