

PLASTIKA- General Conditions of Sale and Delivery November 2009

I. General Points

- All contracts and offers are subject to these General Conditions of Sale and Delivery. Contradictory conditions issued by the opposing party are not binding unless expressly recognised in writing.

II. Offer, order, confirmation

- Our offers are non-binding. No sales agreement shall be valid without our written confirmation. Alterations to these agreements are only valid if accepted in writing by Plastika sprl.
- Orders placed with us are binding on the purchaser. Changes in orders require our express approval in writing.

III. Prices

- We reserve the right to invoice the prices applicable on the date of shipment of merchandise.
- If additional charges or extra costs are imposed on the goods after the conclusion of the contract, we have the right to increase the selling price accordingly.

IV. Payment

- Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the goods on departure.
- Our invoices are due and payable immediately, insofar as no other payment schedule has been agreed.
- The invoiced amount shall be payable by Purchaser without any deduction, off-set or counterclaim into the account specified on the respective invoice.
- Purchaser shall bear all bank charges except those of our bank. In the event of delay in payment, Purchaser shall be charged interest on arrears at the rate of 12% over the rate charged by Belgium banks for current account overdrafts of the currency of the invoice.

V. Delivery

- Plastika sprl has the right to effect partial deliveries. Furthermore we are allowed to deliver plus / minus 10 % of the contractual quantity.
- Any delivery deadline agreed upon, will have been met if the delivery goods have left the supplying party by that date and is only binding if expressly confirmed by us. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the Purchaser, without the right to claim damages due to such delay.

VI. Reservation of title

- Ownership of goods shall not pass to Purchaser before Purchaser has met in full all his obligations arising from our business relations.
- Should doubts about Purchasers solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment), Plastika sprl shall be entitled to refuse performance of the contract until payment has been made or security for the payment provided.
- Any additional freight costs or insurance premium or other costs as a result of war risk will be on account of Purchaser. War risk surcharge would be charged without notice at any time, even after issuance of bill of lading. We reserve the right to collect War Risk surcharge on floating cargos (whether on freight prepaid or freight collect shipment) if the insurance company impose a sudden increase in insurance premiums on all ships calling at the port or in their area. The Purchaser has to bear this cost.
- Purchaser will be responsible for any demurrage charges in the event of any delay in the unloading of the goods if the delivery date was accepted by Purchaser.
- In case of force majeure, Plastika sprl shall be released from her obligation to deliver the goods, in addition to those events which the law and jurisprudence deem force majeure. The following shall also be considered cases of force majeure: strike, lockout, frost, flood, interruption to or lack of transportation, government regulations, riot, war blockage, excessive sickness of personnel irrespective of whether these circumstances affect the Seller or his suppliers.

VII Complaints

- Plastika warrants the goods furnished hereunder will meet the normal specifications. Any other condition or warranty as to the quality of the goods furnished hereunder or suitability for any particular purpose or otherwise is hereby excluded.
- Any claim by buyer will be considered only if notified in writing within 5 days from the date of receipt of goods or within 10 days from the arrival of the goods at the final destination which ever is earlier and if supported by a report that justifies the claim.
- All claims shall be settled amicably as far as possible. In any case the claim shall not exceed the invoice amount.
- In the event of a justified claim, seller shall have the right to replace the material or to credit Purchaser for the invoice value of the goods, which are the subject of the claim against return of the claimed goods.
- The Purchaser is obliged to initially take in the rejected goods in all cases and await our written declaration of take back of the goods or any other agreed arrangement with the Purchaser.

VIII. Applicable law

- In case of litigation, Belgian Courts will be competent and will apply Belgian Law, unless otherwise and expressly agreed between parties. This competence clause prevails on any other clauses retained in whatever document exchanged between parties.