

GUARANTEE CERTIFICATE

NOXYDE

This guarantee certificate has been established in triplicate, and refers to the specification drawn up by painting contractor, , and relates to the works described in the written specification of the Technical Management of the N.V. Martin MATHYS in Zelem, **Ref.** joined to this certificate. This guarantee certificate becomes valid, as soon as it is signed "for agreement" by the contractor, N.V. Mathys and the builder or his architect,

The work to be realized is situated :
and totalises **sq.m.**

This certificate includes the following guarantees :

N.V. Martin MATHYS S.A., who also signs this certificate, assure that :

- without any reservation their products are free from any manufacturing defect and guarantee explicitly that these products are in conformity with the properties described in the latest technical bulletins, which they have edited and which concern the abovementioned products ;
- as a supplementary guarantee N.V. Martin MATHYS S.A. bind themselves towards the undersigned contractor to supply free of charge during the validity term of the present certificate the quantities of products made by them, which would be necessary for reparation or renewal to which he would be obliged by the stipulations of this present certificate, provided he has followed completely the written directives edited and approved by the Technical Management of N.V. Martin MATHYS S.A. ;
- moreover, the technical services of N.V. Martin MATHYS S.A. will furnish free of charge to the undersigned contractor all required technical advices in case of technical difficulties.

In consideration of all this, the undersigned contractor guarantees what follows :

- a) That the work relating to the abovementioned specification will be executed strictly according to the relevant technical directives of N.V. Martin MATHYS S.A.
- b) That he guarantees the **"good behaviour"** of his works for a period of **...10... years** starting from the date mentioned at the bottom of this guarantee certificate.
- c) That he binds himself to restore at his expenses all paint works that would show lacks during the guarantee period, such as an abnormal chalking, peeling, blister formation, the apparition of superficial cracks in the paint layer or a rust degree higher than Re3 (european rust scale).

In addition, the present certificate specifies :

1. That the present guarantee may not involve any other expenses or indemnities than the reparations or renovations foreseen in it. These will be carried out in good condition

within 30 working days after the demand for repair. In case of force majeure (e.g. bad weather conditions, preventing the reparation within the foresaid time) this will be performed as soon as possible.

2. Are excluded from the present guarantee all damages or lacks resulting from causes that were not to be noticed during a previous attentive visual examination of the surfaces to be painted.
3. Are also excluded from this guarantee:
 - all damages or lacks resulting from the following causes : exposition to an abnormal strong wear, faulty construction or bad material (f.i. cracked bricks or joints), salt efflorescences, water infiltration or condensation in the substrate ;
 - all damages caused voluntarily or accidentally by persons or animals ;
 - all damages caused by force majeure or natural disasters such as floods, fire, contact with caustic materials, possible formation of moss, mould or algae.
4. That it is understood that this certificate of guarantee cannot be changed, completed or explained by any clause or stipulation, which would be mentioned in a letter, order or any other document coming from the undersigned contractor, or the builder or his architect, even if the addressee of this document has not responded to these clauses or stipulations.
5. That the guarantees granted to the builder by the present certificate are not valid if the builder does not meet or has not met entirely his obligations as to payment of the works, or if he refuses to have performed at his costs further works that according to the certificate of guarantee are not to be borne by undersigned contractor and that are obviously necessary to carry out a good painting.
6. That this certificate of guarantee is only valid, when it is also signed "for agreement" by the builder or his architect.

SPECIAL CLAUSES

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Drawn up in three copies at Zelem on

For agreement

Building owner - Contractor - N.V. Martin MATHYS S.A.