

1 General

- A. "Person" means any legal or private person.
- B. "Products" means the products and services subject of a particular sale or delivery.
- C. "Buyer" means the Person buying or receiving the Products from Seller. Where such Person acts as agent of or otherwise for a third party (principal) such Person and the principal are jointly and severally liable towards Seller.
- D. "Seller" means the PPG entity issuing the invoice in respect of the Products.
- E. All quotations, sales and deliveries are subject to these terms and conditions except to the extent that variation from specific provisions hereof has been explicitly agreed to by Seller in writing. Conflicting purchasing conditions or other reservations made by Buyer shall be deemed to have been rejected by Seller unless expressly accepted in writing.
- F. Trade terms shall be construed in accordance with the "Incoterms 2010" as published by the International Chamber of Commerce.
- G. Seller maintains the right to change or modify these terms and conditions at any time without prior notice.

2 Quotations, orders

- A. Quotations are subject to change in price, time of delivery and availability to deliver. A quotation, even if deemed binding, is void if not accepted by Buyer within 30 days from the date of quotation or within the period stipulated by Seller.
- B. Orders shall not bind Seller unless and until accepted by Seller's written confirmation or by delivery to Buyer of the Products ordered.

3 Prices

- A. Prices exclude any value added or other tax, which shall be charged to Buyer in accordance with legislation in force at the time of delivery of the Products.
- B. Seller may increase prices for undelivered balances in accordance with general increases in Seller's cost. If Seller's costs incurred in respect of the Products increase in the period between acceptance of the order by Seller and delivery, owing to circumstances beyond Seller's reasonable control, Seller may at its option at any time before delivery give written notice to Buyer of an increase in the price equal to the cost increase and an increase in profit in proportion thereto, and such increased price shall substitute the initial price. Where delivery is by installments Seller shall be entitled to increase the price in accordance with this section in respect of any undelivered Products.
- C. Prices are quoted in the currency as shown in the pricelist. Payments shall be made in the currency specified in Seller's invoice.
- D. Prices are quoted based on the Incoterm specified in the quotation or price list. Should no specific trade term be quoted, then prices cover delivery Ex Works (EXW). Where additional delivery costs of whatever nature are incurred to effect delivery or to meet Buyer's requirements, such additional costs shall be charged to Buyer.
- E. Unless otherwise agreed, prices include Seller's standard packing but exclude export crating. Seller gives no undertaking that when the Products are supplied in containers of whatsoever description, such containers are fit to withstand transport to any place or by any method other than specified.

4 Payments

- A. All invoices are payable at the place and at the time specified in the invoice or, if such time is not specified, within 30 days from date of invoice.
- B. If Buyer fails to pay Seller in full by the due date Seller shall be entitled, automatically without prior notification, to charge interest at the maximum percentage rate permitted by law.
- C. All Seller's costs and expenses in respect of collecting overdue accounts shall be reimbursed by Buyer.
- D. If at any time Buyer: (i) fails to take delivery, (ii) exceeds its credit limit with Seller or any of its affiliated companies, (iii) is overdue with payments, (iv) suspends payments, (v) makes arrangements with its creditors or otherwise in Seller's opinion appears to be in financial difficulties, or (vi) ceases to trade, then Seller may - without liability or prejudice to any other rights under these terms and conditions or at law - suspend all its obligations. In such circumstances the Seller may require Buyer to provide advance payment or satisfactory security for payment deliveries and no forbearance, course of dealings or prior payment shall affect this right of Seller.
- E. Buyer is not entitled to suspend or withhold payment of any sums (or parts thereof) due by reason of any right of set off or counter claim which Buyer may have or allege or for any other reason whatsoever.
- F. Buyer shall be responsible for obtaining any licenses or exchange control consents necessary for the importation and use of, as well as payment for the Products ordered, and Buyer shall not be discharged from its contractual obligations towards Seller by any total or partial failure to obtain such license or consent for whatever reason.

5 Delivery

- A. Any delivery date is provided based on the current conditions and shall not be legally binding on Seller.
- B. Unless otherwise specifically agreed in writing, Seller may effect delivery of the Products by whatever means Seller deems most appropriate. If time and place of delivery are not specifically agreed upon in writing, delivery takes place Ex Works (EXW).
- C. Where the Products are sent at Seller's risk Buyer shall upon receipt thereof thoroughly inspect the Products and shall immediately, in case of non-delivery within 2 days of specified delivery date, notify Seller in writing of any loss, damage or nondelivery, and in the event of any failure by Buyer so to inspect and/or notify Seller, Seller shall not be liable to Buyer in respect of any loss of or damage to or non-delivery of the Products.
- D. If the Products are sold EXW, DAP, FCA, FAS, CFR, CIF, any confirmation of receipt - including for avoidance of doubt any electronic signature confirming receipt - provided in connection with and confirming such delivery, is conclusive evidence of delivery, irrespective of whether the Person providing such signature or document has the authority from Buyer to do so.
- E. Electronic copies of the confirmation of receipt will be considered as proof of delivery for the purpose of invoicing.

6 Force majeure

- A. Either party will be excused from its obligations (other than payment obligations) to the extent that such performance is delayed or prevented by any circumstance (except financial) reasonably beyond its control, and which could not have been prevented exercising reasonable diligence.
- B. If, by reason such of events beyond Seller's reasonable control, Seller is prevented from delivering to Buyer all or part of the Products on the appropriate delivery date while at the same time performing in full its contractual obligations to others, then Seller may without liability withhold, reduce or suspend delivery of the Products in order to allocate its supply reasonably between Buyer and the other customers. Seller shall in such case give Buyer as much advance notice as is reasonably practicable and Buyer may cancel any partial undelivered quotation or order. Seller shall have no obligation to acquire from other suppliers substitutes for the Products delayed or unavailable from Seller.

7 Warranty and Liability

- A. Seller warrants that the Products conform to Seller's (manufacturing) specifications for such Products in effect at the time of manufacturing. Seller makes no other warranty of any kind, express or implied, by contract, statute, or otherwise, and expressly excludes and disclaims all express or implied warranties of merchantability or fitness for a particular purpose or otherwise.
- B. Seller shall not be liable for any infringement of third party's patents or other intellectual property rights registered or unregistered, which may arise in connection with any handling or use of the Products.
- C. Seller shall not be liable for any injury, claim, loss, or expense that may arise in connection with any loading, unloading, storage, transportation, handling, sale or use of the Products by Buyer or on Buyers behalf.
- D. Seller shall not be liable in respect of any defects in the Products or any losses or damage resulting therefrom unless written notice of such defects is given promptly within 14 days after the defects could reasonably have been discovered by inspection and/or testing of the Products before or after use and in no event after expiry of their shelf life or later than twelve months after receipt of the Products, whichever comes first, even in the event of hidden defects. Buyer shall subject the Products to adequate tests immediately after delivery and/or use as the case may be. Seller shall have no obligation in respect of any claim unless the allegedly defective Products are kept available for inspection by Seller's representative and Buyer provides the requested substantiation and evidence.
- E. Seller's liability in respect of Products proved by Buyer to be defective is limited to either a refund to Buyer of the price thereof or, at Seller's option, a replacement of such Products at their point of delivery to the invoice value of the Products involved in the claim.
- F. Where a complaint or a claim has been made in respect of Products proved or alleged to be defective, Seller may suspend further deliveries of any such Products until the validity of such complaint or claim has been finally determined in which event the applicable delivery date(s) shall be postponed accordingly.
- G. If, despite the limitations contained herein or made elsewhere, Seller shall be held and found liable towards Buyer for any damage in contract or in tort, howsoever caused, the aggregate sum of compensation shall be limited to the actual damages proved to have been caused by Seller, and Seller's maximum liability shall under no circumstances exceed the invoice value of the relevant delivery. Under no circumstances shall Seller be liable for any special, incidental, indirect, consequential, or punitive damages including lost profits of whatever nature and howsoever arising.
- H. Buyer agrees that it shall at all times hereafter hold harmless and indemnify Seller against any claims for losses, damages or expenses brought against Seller, of whatsoever nature and howsoever arising, on account of any injury, disease, or death of persons (including Buyer's employees) or damage to property (including Buyer's) arising out of Buyer's loading, unloading, storage, handling, transportation, sale or use of the Products.

8 Risk and property

- A. All risks in the Products shall pass to Buyer when Seller delivers the Products in accordance with the agreed delivery term to Buyer or any other Person to whom Seller has been authorized by Buyer to deliver the Products whether expressly or by implication, thereafter Seller shall not be liable for the safety of the Products.
- B. Notwithstanding the above, property in the Products shall remain with Seller until it has received payment in full of all sums which are or may become due from Buyer to Seller in respect of any Products supplied under any contract subsisting between them, provided that if Buyer sells part of the Products to a third party, the proceeds of such sale shall be held by Buyer for Seller's account until Seller has been paid in full. The Buyer store and handle such Products as a good housefather and in accordance with Seller's instructions.
- C. If payment in respect of the Products is overdue in whole or in part or immediately upon the commencement of any act or proceeding in which Buyer's solvency is involved, Seller may without prejudice to any of its other rights recover and/or resell any Products and may enter upon Buyer's premises by its servants or agents for that purpose.

9 Returns

- A. All sales are final and no refund or credit shall be offered for returned Products irrespective of whether the Products are the subject of a complaint or not, unless Seller has agreed in writing prior to such return.
- B. In the event Seller agrees to the return of Products, risk and ownership to such Products shall transfer to Seller at the moment of delivery to Seller in accordance with the applicable delivery term.
- C. Any return bill of lading or return delivery document signed by a representative of Seller will be considered conclusive evidence of return.
- D. Credits or refunds for unused Products returned in agreement with Seller, shall only apply when the returned Products are returned promptly and arrive at Seller's premises in good, merchantable condition, have been stored and handled by and/or on behalf of Buyer in accordance with Seller's instructions, packaging is unopened and undamaged, and Products have at least 6 months remaining shelf-life (all in Seller's reasonable opinion).

10 Technical advice and assistance

- If Seller provides Buyer with technical advice or assistance at location through Seller's technical representative, such attendance is solely for the purpose of observing and/or

consulting on the use or application of the Products and to provide on-site technical advice or assistance. Buyer shall be solely responsible for applying the Products, executing any other work related to the Products and for quality assurance with respect to the application of the Products. Seller gives no warranty or undertaking and accepts no liability with respect to such technical advice or assistance. Buyer shall at all times compensate, hold harmless and indemnify Seller and its affiliated companies against any and all claims resulting from the provision of such technical advice or assistance.

11 Health, Safety, Environment and Quality

A. Buyer shall ensure that all Products are safely and lawfully received, stored, maintained, used or applied by Buyer in accordance with all applicable laws and regulations, and Seller shall bear no liability in that respect.

B. Buyer shall ensure that all appropriate safety information is distributed and that attention is drawn to such information from all Persons involved in the safe handling or use of the Products.

12 Export control

Buyer shall not directly or indirectly, sell or export the Products purchased from Seller, nor any technical information related to such Products to any person, entity or country which is embargoed, restricted or denied under the laws of the United States, the laws of the European Union or other applicable laws nor sell or otherwise transfer any such Products or technical information related to the Products to any customer under circumstances where it has knowledge or reason to believe that the Products or technical information will be sold or exported to any such embargoed, restricted or denied person, entity or country. Buyer further certifies that it will not nor sell or otherwise transfer any such Products or technical information related to the Products to any customer under circumstances where it has knowledge or reason to believe that the Products or technical information will in any way be used for purposes that are prohibited or regulated under national and international regulations, including without limitation, the manufacture of weapons or materials used in the weapons industry, or for military and/or civil nuclear applications, rocket systems, unmanned air vehicles, or chemical or biological weapons application by Buyer's direct customers and the end customers. Buyer shall notify Seller immediately when it has reason to believe that any Products supplied to Buyer are being applied in any such end use.

13 Applicable law, jurisdiction

A. All Seller's contracts with Buyer, including these terms and conditions shall be governed and construed exclusively by the laws of Seller's domicile.

B. The UN Convention on contracts for the international sale of goods (Vienna, 11 April 1980) is expressly excluded.

C. The Uniform Law on the International Sale of Goods as well as the Uniform Law on the formation of contracts for the International Sale of Goods is expressly excluded.

D. The courts of Seller's country of domicile shall have sole jurisdiction unless Seller decides to seek judgment at the appropriate court in Buyer's country of domicile, or the country of presence of the products, applied or not applied.

E. To the extent permitted by law, Buyer expressly waives any and all rights it may have to rescind any contract with the Seller on any ground whatsoever.

Date: