

PPG GENERAL TERMS AND CONDITIONS FOR INDUSTRIAL COATINGS SALE

The present Terms and Conditions of Sale apply to all quotations, offers and tenders made and all orders accepted (superseding and completed by PPG local terms and conditions if any). The present Terms and Conditions of Sale contains the only terms and conditions applicable to PPG's provision of Products, except those relating solely to quantities, shipping instructions, or description of the Products set forth in the orders as accepted by PPG. PPG hereby rejects any additional or different terms or conditions proposed by Customer, whether or not contained in any of Customer's forms or on customer's website, and such additional or different terms and conditions shall be void and of no effect unless in a written agreement, signed by an authorized representative of PPG. Customer's acceptance of these Terms and Conditions of Sale may be accomplished by any of the following means: 1. signing a quotation containing PPG's Terms and Conditions of Sale; 2. acceptance of Products; 3. submission of an order after receipt of a quotation; 4. placing orders after receipt of other quotations from PPG that include a reference to PPG's Terms and Conditions of Sale; or 5. any other communication indicating acceptance of these Terms and Conditions of Sale.

1. PRICES AND PAYMENT

1.1. Products shall be invoiced at the prices quoted by PPG. Prices are exclusive of VAT and all other duties, fees, expenses or taxes and delivery costs, which will be borne by Customer. When Products are to be delivered more than thirty (30) days after the date of the order acknowledgment by PPG (except if delivery is delayed because of PPG fault), PPG shall adjust prices upon written information to Customer.

1.2. Payment will be due and payable thirty (30) days net from date of invoice. In case of late payment, the maximum interest rates allowed by the applicable laws will apply.

1.3. To the extent permitted by law, in case of bankruptcy, or reasonable concerns about Customer's financial stability or creditworthiness, payment difficulties or previous late payment, PPG shall be entitled to (i) effect outstanding deliveries only against prepayment or against guarantee of payment; (ii) amend the payment terms herein; (iii) decide that all pending invoices have to be immediately paid.

1.4. Customer shall not be entitled to set off any sum claimed against payments due to PPG, except as provided by law.

2. DELIVERY, RISK AND TITLE

2.1. Delivery of the Products shall be given and taken at PPG's premises EXW (Incoterms 2020), unless otherwise agreed in writing. Time for delivery is given as accurately as possible but is not of essence. Any order is shipped with the understanding that Products are not returnable without the written consent of PPG.

2.2. Customer shall be solely responsible for obtaining all necessary licenses permits and consents (including export or import licenses) and shall bear related costs, if any.

2.3. Risk shall pass to Customer in accordance with the applicable INCOTERM specified.

2.4. To the extent permitted by law, title in the Products shall not pass to the Customer until (a) Customer shall have paid PPG in full and (b) no other sums are then outstanding from Customer to PPG on any account. PPG may recover at any time Products in respect of which title has not passed to Customer. Prior to transfer of title, Customer shall fully insure Products at its own expense and hold them safe on PPG's behalf, storing Products separately so as to be clearly identifiable as property of PPG. If retention of title has no legal effect in the country of Customer, Customer shall use suitable legal way to provide equivalent security at its own expenses.

3. CLAIM PROCEDURE

3.1. All claims relating to the Products will be deemed waived by the Customer unless made in writing with precise description of the defects to PPG within fifteen (15) working days (i) after delivery as to apparent defects or quantity or (ii) after discovery in the event of concealed defects.

3.2. Customer's claims for defective Products expire after one (1) year from delivery of the Products.

4. GUARANTEE AND EXCLUSION OF LIABILITY

4.1. PPG warrants that the Products conform to PPG's product specifications existing on the date of acceptance of the order by PPG. Specifications may be changed by PPG at any time. These are the only representations or warranties which PPG makes and, to the maximum extent permitted by law, all other express or implied warranties, under statute or arising otherwise in law from a course of dealing or usage of trade are disclaimed by PPG, including without limitation, any warranty of fitness for a particular purpose or use, even if PPG had been informed of such purpose or use; no testing, suggestions or data offered by PPG to Customer shall relieve Customer of this responsibility.

4.2. When products are provided for test purposes, Customer shall, to the maximum extent permitted by law, be solely responsible for any loss or damage arising from or related to them.

4.3. To the maximum extent permitted by law, regardless of whether liability is based on tort, negligence of any kind, strict liability, warranty, defective products, breach of contract or any other theory, PPG shall not be liable for any indirect or consequential damages of any kind or for lost profits, business or goodwill, regardless of whether PPG has been advised of the possibility of such damages. PPG's liability will be limited to the lesser of (x) with respect to matters arising from or related to a specific Product, an amount equal to the price payable by the Customer for such Product; or (y) a maximum of two hundred fifty thousand euros (€250,000). The Customer agrees to insure adequately to cover claims in excess of such amount.

4.4. PPG shall not be liable to Customer nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of PPG's obligations if the delay or failure was due to any cause beyond PPG's reasonable control including difficulties in obtaining raw materials, labor, fuel, parts or machinery, power failure or break down of machinery and force majeure as defined by law.

5. EXPORT CONTROLS

The Parties acknowledge that they, as well as the products, services, and technology sold or otherwise transferred under these Terms and Conditions, may be subject to European Union, U.S. and other export controls, embargoes, sanctions and similar laws, regulations and requirements ("Export Requirements") and undertake to conform with said Export Requirements and provide PPG with all information and documentation deemed necessary by PPG in order for PPG to comply with all Export Requirements as they relate to this business transaction.

6. INTELLECTUAL PROPERTY

The supply of Products by PPG shall not confer any right upon Customer to use any of PPG's intellectual property rights (including, but not limited to, copyright, patents and trademarks), and at all times such intellectual property right shall remain the absolute property of PPG, unless otherwise agreed in writing.

7. APPLICABLE LAW AND JURISDICTION

7.1. These Terms and Conditions and any contractual or non-contractual obligations arising out of or in connection with it shall be construed under and governed by the law of the country where the selling PPG entity has its registered office. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.

7.2. The ordinary courts at the location where the selling PPG entity has its registered office have exclusive jurisdiction in respect of any disputes arising from these Terms and Conditions.