

## GENERAL CONDITIONS OF PURCHASE PPG EUROPE B.V. AND ITS SUBSIDIARIES

### 1. GENERAL

1.1 By accepting a purchase order and / or performing thereunder, the supplier agrees to comply fully with the terms and conditions of purchase set forth in this document.

1.2 None of the supplier's terms and conditions shall apply in acknowledging a purchase order or in the acceptance of a purchase order. Acceptance by PPG of the goods delivered or services rendered under an order shall not constitute an agreement to the supplier's terms and conditions.

1.3 In the event of contradiction with any existing written purchase agreement between PPG and the supplier, the terms of said agreement shall prevail over these terms and conditions.

### 2. OFFERS/ORDERS

2.1 All orders placed by PPG and amendments to them shall be confirmed by the supplier within one week of receipt, by signature and return of a copy of the order. If suppliers confirmation should vary from the order, such variation will be binding only if expressly accepted in writing by PPG.

2.2 Offers/orders by PPG shall be made entirely without obligation, and PPG shall therefore be entitled to revoke or cancel an offer/order, without any obligation to pay compensation, at the latest within 8 business hours after the written acceptance by the supplier.

### 3. PRICES

Prices referred to in an order placed by PPG shall be inclusive of all costs necessary for the completion of the order and specifications and shall be fixed unless PPG expressly signifies its agreement to a different arrangement.

### 4. TERMS OF PAYMENT

4.1 Payment for the goods delivered or services rendered shall be made on the basis of an invoice within 60 full days, unless provided otherwise in the contract. Payment shall not imply implicit approval.

4.2 If PPG should fail to meet its undisputed payment obligations (in time), PPG will owe no more than the statutory interest (according to article 6:119a Civil Code) provided that PPG has been granted a reasonable period by the supplier in which to meet its payment obligations and has failed to meet such obligation and only after expiry of that period.

### 5. TRANSFER OF RIGHTS AND DUTIES

5.1 Each party shall require the prior written consent of the other party for every transfer of rights and/or duties to third parties.

5.2 The supplier shall require the prior written consent of PPG for all work to be subcontracted which is to be carried out on PPG's premises.

5.3 The supplier shall remain fully responsible and liable for work carried out by third parties in connection with the order placed by PPG.

### 6. CONDITIONS OF DELIVERY

6.1 Delivery shall occur in accordance with the conditions recorded in the contract and defined unless agreed otherwise in writing and unless these general conditions of purchase provide otherwise.

6.2 Delivery of goods or services will be made DDP (Delivery Duty Paid) as defined in the most recent edition of Incoterms, published by the International Chamber of Commerce, valid on the date of establishment of the contract.

6.3 If goods are not accepted, these will be taken back promptly by the supplier at its expense or PPG can return the goods at the expense and risk of the supplier.

6.4 The supplier shall provide PPG in writing with all such information, documentation, instruction, etc. as PPG may need to make maximum use of the goods/services. In the product documentation to be delivered with the goods, the supplier shall include information about all relevant EH & S aspects, including in particular:

- A specific description of potential environmental dangers and the biodegradability of the material;
- A Safety Data Sheet according to REACH or other applicable product stewardship legislation;
- The recommended way of disposing of residues, packaging, etc.;
- The possible ways of neutralizing the dangerous (or environmentally dangerous) aspects of the material by means of treatment or chemical reactions.

6.5 When work is carried out at PPG's premises, the supplier shall always observe the current PPG EH & S regulations.

6.6 Supplier certifies to have taken all steps necessary to meet local and European legislation (including REACH) on subject with respect to documentation and labeling of the delivered goods both during transport and use.

### 7. DELIVERY PERIOD

7.1 The agreed delivery period shall be binding. Time shall be of the essence. Goods will be considered delivered at the place designated by PPG. Services will be considered delivered upon completion of the services or work in accordance with the specifications set out in the contract.

7.2 The supplier shall notify PPG immediately of every delay in the delivery of the goods or in the completion of the order, indicating at the same time the circumstances that have caused the delay. This notification shall not relieve the supplier of his duties in respect of the agreed delivery period.

### 8. TRANSFER OF OWNERSHIP, PATENTS AND RISK

8.1 The title and risk of goods shall pass to PPG upon delivery thereof.

8.2. Any retention of title stipulated by the supplier will not apply unless accepted in writing by PPG.

8.3 Parts and materials which have been manufactured or bought by the supplier (but paid for by PPG) for the benefit of goods to which the order relates and the goods themselves shall become the property of PPG from the start of the manufacturing process or from the time of delivery to the supplier. The supplier shall mark the goods as the property of PPG and shall keep them safely and insure them on the normal conditions until the moment of delivery to PPG. The supplier shall take all reasonable measures to prevent any deterioration in quality. The supplier shall neither allow third parties to have access to, see or obtain possession of these goods nor exhibit them without the prior written consent of PPG.

8.4 If any intellectual or industrial property right should arise from the performance by the supplier of its obligations, such rights will be immediately transferred to PPG. If any such transfer should require a written document, the supplier shall cooperate in the transfer at PPG's first request without stipulating any further conditions.

### 9. PACKAGING, TRANSPORT AND TEMPORARY STORAGE

9.1 The supplier guarantees that the goods will be properly packaged and that upon delivery the goods, packaging and/or containers will be identified, marked and labelled in accordance with the applicable packaging laws and regulations.

### 10. INDEMNITY

10.1 The supplier shall indemnify PPG against claims (including product liability claims), which third parties make against PPG in respect of acts or omissions of the supplier or of third parties involved by him in the performance of the order or with regard to goods, which are delivered by the supplier.

10.2 The supplier shall also indemnify PPG against possible claims, which third parties may enforce against PPG in connection with the non-observance of national, international or supranational regulations regarding packaging and transport.

### 11. SECURITY

11.1 The supplier shall not, without the prior consent of PPG, inform third parties about the order or disclose to them or use for the benefit of third parties any know-how and information, which come to his attention in connection with the execution of an order placed by PPG.

11.2 Drawings, specifications, manuals, samples, software etc. which have been made available by PPG or have been manufactured by the supplier at the request of PPG shall remain or become, as the case may be, the property of PPG and may be used by PPG as it sees fit. No copies of the said documents are allowed to be made without the prior written consent of PPG.

### 12. GUARANTEE

12.1 The supplier guarantees that the goods and services delivered will meet the agreed specifications and be of good quality, new (unless otherwise agreed), free of any defects, fit for their intended purpose, made of proper materials, and

meet the applicable laws and regulations, relevant industry safety and quality standards and applicable environmental standards.

12.2 More specifically, if the goods, when used, should come into contact with paint products or be used in paint products (raw materials), the supplier guarantees that the manufacture and composition of the goods shall not breach any statutory regulations especially the standards mentioned in article 12.

12.3 Without prejudice to all the rights of PPG to reimbursement of costs, damage and interest, the guarantee shall mean that all defects which occur during the guarantee period, with the exception of those which are the result of normal wear and tear, shall be fully repaired by the supplier free of charge immediately after he is first notified of the defect by PPG. If technically feasible, this will be done on the spot at PPG's premises or alternatively at the supplier's expense elsewhere. Inspection by PPG during or immediately after the manufacture shall not relieve the supplier of this guarantee obligation.

12.4 If the order from PPG entails a guarantee of a particular performance, goods, which do not comply with this guarantee, may be refused by PPG as "not ordered". In that case PPG shall give the supplier the opportunity to take the necessary steps to comply with the requirements relating to the performance, provided that this occurs within a reasonable time and without unacceptable sacrifices on the part of PPG, this being a matter for PPG to decide. This shall also be without prejudice to all rights of PPG to reimbursement of costs, damage and interest.

### 13. GUARANTEE PERIOD

13.1 The guarantees referred to in the previous article and/or the contract shall remain valid, if not specifically mentioned in the contract, for a minimal period of twelve months, calculated from the date on which the goods delivered by the supplier are first used continuously or from minimal twenty-four months after delivery if PPG has not used the goods concerned other than due to the fault of the supplier.

### 14. SAFETY

14.1 If necessary for the safety of its staff and/or its equipment or installations and/or to restrict further damages, PPG shall be entitled, at the expense of the supplier, to have running repairs made to the goods covered by the guarantee as referred to in the previous article. PPG shall be entitled to do this provided that it notifies the supplier accordingly, unless PPG was unable to give notice prior to the repairs owing to the urgency of the situation. To enable the supplier to comply with his remaining guarantee obligations, PPG shall notify the supplier of the above as quickly as possible.

14.2 Contractors will follow the regulations of the PPG Contractor Safety Manual and require VCA-II certification or equivalent to be approved by the PPG safety organization.

### 15. NON-PERFORMANCE

15.1 If the supplier 1) does not comply with its obligations, or 2) the supplier applies for a suspension of payments, is declared bankrupt or otherwise loses the right to freely dispose of his assets or 3) the supplier transfers all or a substantial part of its business or continues its business, PPG shall be entitled, without giving notice of default and without recourse to the courts, either to cancel all or part of the contract or to require performance of the contract.

15.2 If PPG cancels the contract, PPG may decide at its sole discretion to return any goods already delivered by PPG at the expense and risk of the supplier and the supplier shall be obliged to refund PPG for any payments made for them. If it decides to retain all or part of the goods already delivered, PPG shall pay a proportionate part of the agreed price.

15.3 In so far as PPG chooses to require performance of the contract, the supplier shall still be obliged) to deliver the goods or, at the discretion of PPG, 2) to replace the rejected goods or 3) to make the necessary improvements to them at the expense and risk of the supplier. If these improvements are not made properly and within such reasonable time as PPG may determine or if there is insufficient opportunity to have the improvements made by the supplier due to reasons of safety or continuity of the production, PPG shall be entitled to make these improvements in some other way at the expense of the supplier.

### 16. NON-IMPATABLE FAILURE; Force Majeure

16.1 If, owing to a non-imputable failure, one of the parties is prevented from performing its obligations, it shall immediately inform the other party of this in writing. A non-imputable failure shall be deemed to include amongst all Force Majeure situations.

In this regards "Force Majeure" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents, including but not limited to acts of God or the public enemy, war, riots, terrorist attacks, incendiaries, interference by civil or military authorities, fire.

16.2 A non-imputable failure and or Force Majeure shall not include a business strike, failure of third parties to perform on behalf of the supplier, the non compliance or failure of the third parties hired by the supplier, and / or liquidity or solvency problems on the part of the supplier or third party it has hired, raw materials scarcity, a (temporarily) production stop, non performance due to power outage.

16.3 In the event of a non-imputable failure on the part of either party, the other party shall be entitled to cancel all or part of the order or to suspend the performance of its obligations.

16.4 If the supplier is prevented from performing his obligations owing to a non-imputable failure, he shall take all necessary measures to protect and maintain the property of PPG in his possession as referred to in the article in these general conditions relating to the transfer of ownership and risk (article 8).

### 17. APPLICABLE LAW AND JURISDICTION

17.1 The Contract shall be exclusively governed by and construed in accordance with Dutch Law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Supplier hereby agrees that the courts of Amsterdam shall have sole jurisdiction to hear all claims or proceedings connected with the products, services or the contract.

### PROVISIONS WHICH SPECIFICALLY APPLY TO SERVICES AND CONTRACTING

#### 18. EXTRAS

18.1 All extra work or services will require a prior written agreement.

#### 19. WORKING CONDITIONS

19.1. The Supplier, its staff and any third parties engaged by the supplier shall observe the applicable statutory health and environmental regulations. Similarly, the supplier and its staff shall at all times comply with the PPG company rules and regulations guidelines and standards on EH & S and working procedures.

#### 20. INSURANCES

20.1 Supplier shall take out and continue to hold adequate insurance to cover its statutory and/or contractual liability to PPG. Supplier guarantees that subcontractors are also hold an adequate insurance in this regard. The supplier shall, upon request, send PPG a copy of the policy.

#### 21. WASTE DISPOSAL

21.1 Supplier shall dispose and/or destroy its hazardous waste which is linked to the order in accordance with PPG standard waste disposal policy. The company destroying and or disposing PPG's hazardous waste shall be certified by PPG or (should this be the case) appointed by PPG.

#### 22. TAXES AND SOCIAL SECURITY CONTRIBUTIONS

22.1 The supplier shall meet the statutory obligations in terms of with-holding and paying wage tax, social security contributions, employee insurance contributions, VAT and all other statutory obligations applicable, and shall indemnify PPG from any and all claims in that regard.

22.2 When requested to do so, the supplier shall furnish written proof of payment of the tax and social security contributions owed in connection with the performance of the order.

#### 23. PPG ETHICS INCLUDING EXPORT CONTROL

23.1 The supplier warrants that he shall comply with U.S./EU and relevant national export control laws and regulations and that he is informed of PPG's Global Code of Ethics ("Code") related to export compliance. PPG shall provide upon request a copy of the Code. The entire Code in multiple languages is available online at <http://www.ppg.com/en/ourcompany/pages/ethics.aspx>

23.2 The supplier shall indemnify PPG from all claims, actions, demands, losses, costs and (legal) expenses, which third parties make against PPG in respect with the non-observance, non-adherence or non-compliance with the U.S., EU and national export control law and regulations.