

## International Paint LLC Terms and Conditions of Sale

- 1. SCOPE:** As used herein, “AkzoNobel” means the AkzoNobel entity identified above; “Buyer” means the purchaser of Products from AkzoNobel and “Products” means any and all goods sold by AkzoNobel to Buyer. Unless a detailed product sales agreement is in place between AkzoNobel and Buyer covering the sale of the Products, all Products sold or otherwise provided by AkzoNobel are sold or provided exclusively on the basis of these Terms and Conditions of Sale. No differing or supplemental terms or conditions shall be applicable unless expressly agreed to by AkzoNobel in writing.
- 2. OFFER / ACCEPTANCE:** A quotation from AkzoNobel does not constitute an offer but an invitation to Buyer to make an offer. In all cases Buyer’s offer shall be deemed based on these Terms and Conditions of Sale. An agreement comes into effect only when AkzoNobel accepts Buyer’s offer.
- 3. DELIVERY / TRANSFER OF RISK:** Delivery terms shall be interpreted in accordance with the latest INCOTERMS valid at the date the order is accepted. Unless otherwise agreed to by AkzoNobel in writing the delivery term is EXW and risk of loss in the Products will transfer to Buyer upon tender of the Products to Buyer or the carrier at AkzoNobel’s shipping facility. Buyer shall be responsible for all storage and other costs relating to Buyer’s failure to accept delivery pursuant hereto. The method and agency of transportation, unless otherwise agreed to in writing, may be selected by AkzoNobel and AkzoNobel reserves the right to ship collect. AkzoNobel’s receipt from the carrier shall be conclusive evidence of delivery and the amount delivered. Shipping and delivery dates are approximate and are given by AkzoNobel in good faith, but are not guaranteed unless otherwise specifically agreed in writing.
- 4. QUANTITY VARIATIONS:** Buyer will pay for the quantity delivered and may not reject any delivery of Product on the grounds of variation of quantity where such variation is not more than 10% of the quantity ordered.
- 5. RETURNS:** No Products may be returned for any reason without AkzoNobel’s written authorization. Tinted product and special orders may not be returned at any time. If AkzoNobel authorizes a return, Buyer must return the Products in clean, resalable condition. If returned for reasons other than AkzoNobel’s error in filling Buyer’s order, the Buyer will receive a credit in the amount of the billed price of the Products returned less 20% for handling, if returned within 90 days of the invoice date. Amount of credit for materials returned after 90 days is subject to negotiation. Products returned to AkzoNobel are to be shipped by the Buyer DDP AkzoNobel’s designated warehouse.
- 6. PRICE AND PAYMENT:** Unless otherwise agreed by the Parties, the price for the Products will be the price quoted by AkzoNobel. All prices quoted by AkzoNobel are exclusive of value added tax and any other tax that may apply in respect of the Products. AkzoNobel will issue invoices to Buyer for all Products sold to Buyer. Buyer shall pay these invoices within thirty (30) days from the invoice date in the currency indicated on the invoice at the address of AkzoNobel indicated on the invoice. Any amounts not paid in accordance with invoiced terms shall bear interest at a rate of one and one-half percent (1.5%) per month or, if less, the highest rate permitted by applicable law. Buyer may not withhold payment of any amount due to AkzoNobel because of any set-off, counter-claim, abatement or similar deduction. Upon demand Buyer will immediately reimburse AkzoNobel for any and all costs including fees for collection agencies and attorneys incurred or expended by AkzoNobel to collect any amounts due from Buyer.
- 7. RETENTION OF TITLE:** AkzoNobel retains a security interest in all Products delivered to Buyer to secure payment in full of all amounts due to AkzoNobel and Buyer shall, upon AkzoNobel’s request, execute such documentation as AkzoNobel deems necessary to perfect or maintain its security interest in the Products. Title to the Products passes to Buyer (subject to AkzoNobel’s security interest) at the time risk of loss passes to Buyer. Buyer may sell the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Products prior to payment in full of the purchase price.
- 8. WARRANTY / BUYER’S RIGHTS:** AkzoNobel warrants to Buyer that at the time of transfer of risk of loss the Products conform to AkzoNobel’s standard Product specifications or such other specifications as AkzoNobel and Buyer have expressly agreed to in writing (the “Specifications”). **THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY AKZONOBEL. AKZONOBEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THE APPLICATION OR USE THEREOF, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.** In the event Products do not comply with the foregoing warranty, AkzoNobel will, at its option, repair or replace such Products or refund the Price of the Products and, having done so, will have no further liability. Buyer must notify AkzoNobel of any claim Products do not comply with the foregoing warranty within seven (7) days after Buyer becomes aware of such claim but in no event later than thirty (30) days after delivery of the Product to Buyer. Buyer’s failure to notify AkzoNobel of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. AkzoNobel makes no warranty of any kind with respect to any services provided to Buyer and shall have no liability with respect to such services. Seller’s Warranty does not apply to any Products identified as obsolete, substandard, or past the recommended shelf-life, which are sold “AS IS, WHERE IS.”
- 9. LIMITATION OF LIABILITY:** AkzoNobel will not be liable for any loss or damage caused by Buyer’s failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by AkzoNobel or industry standards. **AKZONOBEL WILL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. AKZONOBEL’S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE SUPPLY OF PRODUCTS WILL IN NO WAY EXCEED THE PRICE OF THE PRODUCTS PURCHASED, OR \$1,000,000 CAD, WHICHEVER IS LOWER.** Nothing in this section will limit or exclude AkzoNobel’s liability for any matter in respect of which it is unlawful for AkzoNobel to exclude or restrict its liability.
- 10. HEALTH & SAFETY OF WORKERS:** Buyer expressly assumes all liability resulting from, or in any way connected with, the possession, handling and/or use by its employees, agents, or clients of the Products. Buyer hereby agrees to indemnify, defend and hold AkzoNobel and its affiliates harmless from all claims, judgments, losses or expenses and any costs (including, but not limited to court costs and attorney’s fees) in any way related to Buyer’s or its subcontractor’s failure to comply with any of the foregoing.
- 11. FORCE MAJEURE:** AkzoNobel will not be liable in any respect for failure to perform its obligations if hindered or prevented, directly or indirectly by war (declared or undeclared), national emergency, inadequate transportation facilities, machinery or equipment failure, AkzoNobel’s inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to AkzoNobel, fire, flood, windstorm or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of AkzoNobel (each a “Force Majeure”). AkzoNobel shall have no obligation to procure any Products from other sources and may allocate its available supply of Products among the members of the AkzoNobel Group (including itself) and their customers, buyers, distributors and resellers on whatever basis AkzoNobel may deem fair and practical. In the event that the duration of a Force Majeure exceeds thirty (30) days or is reasonably expected to exceed 30 days, AkzoNobel is entitled to withdraw from any obligation it may have to supply the Products to Buyer without the Buyer having any right to compensation.
- 12. EXPORT CONTROL:** Buyer will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any Product or any information or technology related to the Product except in accordance with applicable laws and regulations, including without limitation applicable UN, US and EU export control laws and regulations and the laws and regulations of the country where Buyer is resident. Buyer acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause AkzoNobel to be in violation of the above laws.
- 13. TERMINATION:** An agreement with Buyer to deliver Products on the basis of these Terms and Conditions will not oblige AkzoNobel for the future to take further orders. AkzoNobel will at all times be entitled to end the relationship. Such termination will never entitle Buyer to compensation.
- 14. MARITIME LIEN:** This Contract is subject to any lien, privilege, mortgage, hypothec and/or any other charge (the “Lien”) that the Seller has against the vessel in accordance with the federal and provincial legislation in Canada. Any attempt to waive, negate or nullify the Seller’s Lien against the vessel or waive the vessel’s ultimate liability for the costs of products supplied, including without limitation, by endorsing delivery receipts, will be of no effect or validity. Please inform the Owners (if different from you) and the vessel’s Master, accordingly.
- 15. LAW AND DISPUTE RESOLUTION:** These Terms and Conditions and all disputes between AkzoNobel and Buyer are governed by the laws of Province of Ontario and where applicable the federal laws of Canada, excluding the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute between AkzoNobel and Buyer that the parties are unable to resolve by agreement will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in Ontario, Canada. Each party consents and agrees to the jurisdiction and venue of such courts.
- 16. NOTICE:** All notices, request, demands or other communications to or upon the Seller shall be made in writing to the following address: Akzo Nobel Coatings Ltd. c/o Legal Affaires, 1120 Finch Avenue West, Suite 200, North York, M3J 3H7 Canada.