

General terms and conditions of sale, delivery and payment of Akzo Nobel Deco GmbH for legal relations with companies, legal entities governed by public law and public law special funds

I. General information

1. These General terms and conditions of sale, delivery and payment (**GTC**) apply to all contracts, deliveries and services by Akzo Nobel Deco GmbH (hereinafter: **AN Deco**) to companies, legal entities governed by public law and special funds under public law (hereinafter: **Customers**).
2. All deliveries and services, including advice, suggestions and other ancillary services shall be provided solely on the basis of these GTC. We expressly reject and do not acknowledge any terms and conditions that contradict or differ from these conditions, particularly the customer's terms and conditions of sale, unless these have been agreed in writing with AN Deco.
3. By placing an order or accepting a service, the Customer acknowledges the validity of these GTC for the transaction concerning that order or service received and all future transactions.
4. Agreements of any kind must be made in writing for the purposes of clarification and evidence.
5. Standard contractual terms shall be interpreted in accordance with Incoterms in the respective current version.

II. Conclusion of contract

1. All our offers are subject to change and non-binding unless they are expressly designated as being binding; in this case, the contract shall be concluded when the Buyer makes the purchase as long as we do not reject the conclusion of the contract immediately.
2. Information in documents forming part of an offer, such as images, drawings, weights and dimensions as well as information on the usability of the products delivered shall only be guaranteed if this is expressly stated in writing.

III. Shipment

1. Shipments are made ex works, from a field warehouse or from a third party authorized by us, if no agreement has been made to the contrary. The Incoterm "EXW" applies in the respective current version. We shall select the type and method of dispatch, without obligation to select the cheapest shipping method.
2. If a delivery is agreed "carriage paid", a lump sum can be calculated for the delivery of goods. The amount is determined in accordance with the currently valid price list.
3. If the Customer requests a special delivery, then it must assume the costs associated with this.

IV. Delivery

1. Delivery times provided by AN Deco are only approximate delivery periods, unless agreed otherwise. The delivery date shall be the day on which the goods leave the factory or a warehouse; if the goods are not to be shipped, our notification of willingness to supply shall suffice.
2. AN Deco is entitled to make deliveries or partial deliveries any time after accepting the order, insofar as this is not unreasonable for the Customer. Partial deliveries can be invoiced immediately. Planned call-off dates may not be exceeded by the Customer by more than one month.
3. Excess or short deliveries are permitted to the extent that is customary in the industry.
4. For special orders, we are entitled to go beyond or fall below the agreed delivery quantities by up to 10%, insofar as this is reasonable for the Customer. Special orders placed must be accepted by the Customer; withdrawal is excluded.
5. If the Customer delays the acceptance of goods, we shall be entitled to freely choose to either ship these at the Customer's cost or, if no other option is possible, to store these in the open air if necessary. In such cases, we shall not be liable for accidental deterioration, loss or damage of the goods.
6. All delivery obligations are subject to us receiving our own deliveries; we shall be released from our delivery obligations in the event of non-delivery to us.
7. We shall not be held liable for delivery disruptions due to force majeure and due to events the causes of which we are not responsible for, which also include legal strikes and lockouts at our company or at our vicarious agents, suppliers or sub-contractors, government decrees etc., even in the event of binding deadlines. In this case, we shall be released from our delivery obligation for the duration of the disruption and its effects. We are entitled to fully or partially withdraw from the contract with regard to the unfulfilled part, but in the event of delay only if performing the service is unreasonable. The Customer is entitled to withdraw from the contract with regard to the unfulfilled part

following a grace period if the delivery and service disruption lasts longer than 2 months and the delivery of the object of purchase is therefore no longer of interest to him. The Customer shall not be entitled to further claims, particularly claims for compensation.

8. In the event an agreed delivery deadline is not complied with for reasons other than those mentioned under number 7, the Customer shall be entitled to grant us an appropriate extension in writing. If the delivery is not made before expiry of this extension, the Customer shall be entitled to withdraw with regard to the delayed delivery.

9. If the delivery is made in returnable containers, these must be fully emptied and returned carriage paid within 90 days of receipt of the delivery. The Customer shall be liable for loss of and damage to returnable packaging if it is responsible for this. Returnable packaging may not be used for other purposes or to hold other products. These are only intended for the transportation of the goods delivered. Inscriptions must not be removed.

10. Non-returnable packaging shall not be taken back by us but we shall notify the customer of a third party who can convey the packaging to a place of recycling in compliance with the Verpackungsverordnung (packaging ordinance) on request.

11. At the request of the Customer, transportation insurance can be booked for the delivery. The Customer shall assume the costs of such insurance.

12. For deliveries of goods we charge a lump sum delivery fee.

V. Prices, payment

1. Our prices shall apply ex works exclusive of the legally applicable VAT, unless agreed otherwise.

2. The weights, volumes and quantities that we have calculated will constitute the basis for invoicing unless the Customer objects immediately but not later than 14 days after receipt.

3. All costs including fees and taxes resulting in the Customer's country in connection with the contract, even if these were not known at the time of conclusion of the contract, shall be assumed by the Customer.

4. Special orders shall be invoiced at a surcharge to our price lists (special order surcharge).

5. For cash purchases, the purchase price shall be payable immediately upon receipt of goods without deduction.

6. The purchase price shall be payable immediately on receipt of goods without deduction to our bank account free of any transaction charges, unless agreed otherwise.

7. Other payment terms must be agreed in writing. Cash discounts on new invoices are not permitted if payment is still pending on previous due invoices.

8. Payments shall be deemed to have been made when the relevant amount is credited to our account, including cheque payments. Cheque payments shall not entitle the Buyer to a cash discount. Bank, discounting and collection charges must be paid by the Customer.

9. Punctual payment is determined on the basis of the date of our receipt of the amount in question. Payments must be made at no cost or charge to us.

10. If the Customer defaults, then all our claims arising from our business relations with the Customer shall become immediately payable. The same shall apply if a cheque is not honoured or if the insolvency of the Customer is imminent. We may choose to demand prepayment or security for pending deliveries.

11. In the event of delayed payment, we shall be entitled to demand interest on arrears of 8% over the relevant basic interest rate p.a. We reserve the right to claim further damages due to delay.

12. The Customer may only set off or retain payment if the claims for setting off or retention have become res judicata or are undisputed by us.

VI. Retention of ownership

1. The goods we deliver shall remain our property until the Customer makes full settlement of all claims from the business relationship with the Customer including any current account balances.

2. The Customer shall be entitled to process, combine or mix our goods within the framework of his proper business procedure.

a) If we lose ownership following processing, it is agreed that the Customer shall grant us a coownership share corresponding to the ratio of the invoice value to the value of the new product and the Customer assigns this ownership herewith. The assignment necessary to acquire co-ownership is replaced by the agreement that the Customer is to hold the item as a borrower on our behalf or, insofar as the Customer does not own the item itself, by the assignment hereby agreed of the claim for return of property to the owner to us.

b) If our goods are combined or mixed with a primary item belonging to a third party and this is done in return for payment, it is agreed that the Customer hereby assigns to us in security his remuneration

claims against the third party up to the invoice value of the supplied goods.

3. The Customer is entitled to dispose of goods subject to retention of ownership in the ordinary course of business.

4. The Customer hereby assigns us all claims and ancillary and security rights from the sale of goods over which we have retained title in the amount of our share of ownership of the goods sold as security. The Customer is entitled to collect the assigned claims.

5. The Customer shall only hold its rights under numbers 2-4 as long as he meets its obligations to us arising from the business relationship. The Customer is not authorized to make other disposals of the goods over which ownership or co-ownership is retained or of the claims it has assigned. These powers shall automatically expire once the Customer ceases payments.

6. The Customer is not permitted to pledge or assign as security retained goods or to assign or pledge claims. The Customer must inform us immediately of legal impairments on goods which we own or partly own by third parties. If the realization of our claims is at risk, the Customer must, at our request, notify its purchasers of the claim assignments and provide us with all necessary information and documentation on the status of the goods in our ownership and on the claims assigned to us.

7. If the retention of title becomes invalid upon delivery abroad, the Customer must immediately grant us security for our claims which shall be effective according to the applicable law and which is as close as possible to retention of title under German law.

8. If the value of all security held by us exceeds our claim by more than 20%, we shall, at the request of the Customer release security of our choice to the extent of the excess. The assessment of the value of the securities shall be based on their realizable value (security value).

9. The Customer must store the goods over which we hold rights of ownership with the diligence of a prudent businessman, maintain them at its own cost, and in the case of machines, insure them against loss or damage at its own cost and provide us with evidence of such insurance at our request. The Customer hereby assigns its claims from this insurance to us by way of security.

VII. Goods returns

1. Returns shall be accepted under the following conditions: a) The Customer proves that the goods were delivered by us by presenting an invoice or a delivery note. b) The goods must be returned in perfect and resellable condition.

2. We may deduct at least 15% of the net purchase price, but no less than €10 per return, from the amount credited as a processing fee for returns. Proven higher costs shall be charged to the Customer. The purchase price shall not be reimbursed. Settlement shall be done by credit note. 3. Special procurements and orders and goods with a net value of less than €25 may not be returned except in cases of errors on our part for special procurements or special orders.

VIII. Warranty claims

1. Delivered goods must be inspected immediately upon receipt. Shortages and/or other visible defects must be notified to us in writing within 7 calendar days of arrival of the goods with a precise description of the defect. Any defects discovered after this must also be notified to us in writing within 7 calendar days of discovery.

2. Notifications of defects may not be made after this time.

3. The term of limitation for claims arising from defects is one year from the delivery of the goods. This shall not apply if Section 438 para. 1 No 2 of the German Civil Code (buildings and things used for buildings) or Section 479 para. 1 of the German Civil Code (recourse claims) provide for longer limitation periods.

4. For defect claims, we may choose either to repair or replace the defective goods (replacement) free of charge. In the event that the above supplementary performance fails, is not received or is delayed for reasons we are responsible for, the Customer shall be entitled to withdraw from the contract or to reduce the price for the goods. Claims for compensation are excluded.

5. If we obtained the defective goods from a supplier, we hereby assign our claims for defects to the Customer; we shall only be liable on a subsidiary basis. The Customer must first take legal action against the supplier.

6. None of the information on our products contained in printed matter consists of quality indicators of the goods. The quality, suitability, eligibility and function, as well as the purpose of use of our goods, is only determined in accordance with the product descriptions in each purchase contract. Variations which are customary in trade are in any case permitted, unless agreed otherwise. Due to the variety of foundations and site conditions, however, the Customer/User shall not be relieved of its obligation to appropriately check our materials under its own responsibility for suitability to the intended use under the respective site conditions and to amend the relevant prior art accordingly.

IX. Other liability

1. Liability for other contractual and non-contractual damages in case of slight negligence is excluded, unless it concerns damages caused by a breach of significant legally protected rights such as life and limb or the breach of material contractual obligations or insurable damage for which we can obtain reasonable insurance.
2. Liability for indirect damage is excluded.
3. Our liability on all legal grounds, whether contractual or non-contractual, is limited to the double amount of the purchase price.
4. Exclusions and limitations of liability do not apply in case of intent, guarantees and in cases of compulsory liability according to the German Civil Code and the Product Liability Act.
5. We shall not be liable for legal disadvantages or financial losses sustained by the Customer based on foreign patents or foreign industrial property rules in the event of resale or use of our goods.
6. We shall only be held liable for goods and materials which are only sold by us on a subsidiary basis. To that extent, we assign all our claims against the relevant manufacturer and/or preliminary supplier to the Customer.

X. Technical consultancy

Verbal and written technical advice is not binding and shall not constitute any contractual relationship or subsidiary obligation resulting from the purchase contract. Such advice does not release the Customer from the obligation to verify the goods we deliver for suitability to the intended use under its own responsibility.

XI. Warranties

1. Our acceptance of warranties is subject to an express written declaration.
2. Insofar as a manufacturer furnishes a warranty for the quality of goods supplied by us, or for the goods retaining a specific quality for a specific period of time, the Customer shall only be entitled to the rights under warranty at the terms and conditions stated in the statement of indemnity and relevant advertising against the manufacturer, notwithstanding statutory claims.

XII. Liability of the Customer

1. The application, use and processing of the goods is done outside our control and is therefore the exclusive responsibility of the Customer.
2. The Customer must hold us harmless from all claims by third parties if it breaches their patents when using or selling our goods.

XIII. Data protection

We collect and process your data related for the performance of the contract, to support the ongoing customer relationship and in order to send you information on our current offers and prices. In order to verify your creditworthiness, we use the information from credit agencies but also use internal scientifically recognized mathematical-statistical procedures (scoring). We reserve the right to consult credit agencies, in accordance with Section 28a of the Federal Data Protection Act (BDSG).

XIV. Place of performance, jurisdiction, applicable law

1. The place of performance is the Customer's location. The place of jurisdiction is Cologne. The international competence of the German courts is agreed. We are also entitled, however, to assert our claims before the general place of jurisdiction of the Customer. This also applies to disputes involving documents, exchange and cheque transactions.
2. This contract is subject to German law. The applicability of the UN Purchasing Convention of 11 April 1980 is excluded.
3. Should individual provisions of this contract or these GTC be or become ineffective, then this shall not affect the effect of the remaining provisions.

Version: July 2017

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