

General Terms and Conditions of Sale and Delivery  
“B2B”

**1. General Provisions:** These General Terms and Conditions of Sale and Delivery (GCS) only apply to transactions with enterprises within the meaning of the German Civil Code [Bürgerliches Gesetzbuch, BGB], legal persons under public law or special funds under public law.

All goods and services, including consultations, suggestions and other ancillary services, are performed exclusively on the basis of the following GCS. We expressly reject and will not recognize terms and conditions, especially conditions of purchase of the buyer, contrary to or that differ from these GCS, unless agreed with us in writing. By placing an order or accepting a service, the buyer recognizes the application of our GCS for the current transaction and any future transactions. Agreements must be concluded in written form for clarification and as evidence. Trade terms will be interpreted based the valid Incoterms (currently of 2020).

In case of contrary GTC of the customer, we will only conclude a contract if our rules concerning the customer's inspection obligations (Section 4), retention of title (Section 6), guarantees (Sections 7 and 8) and place of jurisdiction and applicable law (Section 12) are agreed.

**2. Contract Conclusion:** All of our offers are non-binding, unless expressly specified as binding; in this case, a contract will be concluded when the buyer places an order, unless we object to the contract without undue delay.

Information in documents related to orders, such as images, drawings, weights, dimensions or information about the usability of supplied products, are only assured if expressly stated in writing.

**3. Delivery/Transfer of Risk:** Shipments are made ex works, from an external warehouse or by authorized third parties, unless otherwise agreed (EXW). Shipping methods and shipping routes will be selected by us without responsibility for the least expensive shipment. Specified delivery periods merely represent approximations and are not binding. Risk will be transferred to the buyer when the goods are sent. Customary surplus and short deliveries are permitted. If the buyer does not accept the goods in time, we may, at our discretion, ship them at the buyer's expense or—if not possible otherwise—store them, including outside. In this case, we will not be liable for accidental destruction, loss or damage of the goods. Any delivery obligations are conditional on supplies from our suppliers; in case of non-supply, we will be exempt from any delivery obligations.

**4. Inspection and Reporting Obligations:** Upon receipt, the buyer must inspect the goods for defects (inspection and reporting obligations). This includes samples and reasonable sample preparation. Objections must be reported by the buyer in text form specifying the type and extent without undue delay. Defects that are not obvious during sampling must be reported within 6 months of receipt of the goods.

**5. Prices/Payment Methods:** Unless otherwise agreed in writing, all prices are ex works and net plus VAT. Prices are determined based on the weights and quantities determined by us, unless the buyer objects without undue delay, at the latest, within 14 days of receipt. The buyer may only offset and exercise rights of retention to the extent that the buyer's counterclaims have been legally established or recognized by us. The buyer will be in default after 30 days without requiring a payment reminder. Whether payments are made on time is determined by when they are received by us. Payments must be made to us without additional costs of expenses. Should this not be the case, the buyer must exempt us from any such costs.

**6. Retention of Title:** Until all of our claims against the buyer to which we are entitled based on any legal grounds have been settled, we will retain title to delivered goods. Through the ordinary course of business, the buyer may dispose of goods to which we retain title. The buyer already hereby assigns any claims established from the sale or other disposal of goods to which we retain title to us as collateral. The buyer may collect these claims until further notice. This collection authorization may be revoked if the buyer defaults on payments. In this case, if requested, the buyer must report to us to whom the buyer sold the goods. If goods to which we retain title are processed by the buyer, we will be considered the producer and will obtain ownership of the newly created goods. If such goods are processed with other materials, we will obtain joint ownership at the ratio between the invoice value of our goods and the other goods. If this combination or mixture with our goods and an object of the buyer produces a new object that is considered the main object, joint ownership of this object will be transferred to us at the ratio between the invoice value of our goods to the object of the buyer. As long as we retain title, the buyer shall in any case be deemed the depository. The buyer must insure the goods to which we retain title against loss and damage at the buyer's expense. The buyer hereby assigns the buyer's claims under such insurance policies to us in advance. We hereby accept this assignment. In case of default by the

buyer, we may cancel the sale and take back the goods to which we retain title or request that the buyer assign the buyer's surrender claims against third parties to us. If the value of the goods to which we retain title exceeds the sum of our outstanding claims against the buyer by more than 15%, we will release the goods to which we retain title if requested by the buyer.

**7. Guarantees:** Our products satisfy AkzoNobel's standard product specifications. This includes information on product data sheets and security data sheets which the buyer must observe. Beyond that, we do not provide any guarantees concerning the quality of our products.

We will provide rectification in case of legitimate defect claims.

In case of recourse of the entrepreneur under Section 445a of the German Civil Code, it will be assumed that defects were not present or not reported by the buyer, despite proper inspection, in violation of the buyer's reporting obligations at the time of the transfer of risk to the buyer, unless this assumption cannot be reconciled with the type of object or defect. If the buyer exercises recourse claims, the buyer will be treated by us as if the buyer exercised all legally permitted contractual options against the buyer's contract parties (e.g. refusing rectification due to disproportionality or limiting compensation to an appropriate amount).

**8. Liability:** We will only be liable for compensation for consequential damages if we are (jointly) responsible for the defect due to intent or gross negligence. Any claims based on or related to the sale of our products will expire within 1 year of delivery of our products.

The above limitation does not apply to claims based on damage to legal assets, violations of essential contractual obligations, non-compliance with assured product characteristics or injuries to life, limb or health or under applicable law, such as product liability law.

**9. Force Majeure:** We are not responsible for delivery or performance delays caused by force majeure, strikes, lockouts, official orders or disasters. In this case, the buyer will not be entitled to compensation for damages. In case of unreasonably long impairment, the buyer has the right to cancel unperformed parts of the contract with prior notice.

**10. Export Regulations and Sanctions Lists:** The buyer must comply with any applicable export and sanctions regulations concerning the products and must observe AkzoNobel's Code of Conduct.

**11. Packaging:** We cannot take back disposable packaging but will refer the buyer to a third party who will recycle such packaging in compliance with the German Packaging Ordinance [Verpackungsordnung, VerpackV].

**12. Recommendations:** Oral and written recommendations for technical applications are non-binding and do not establish a contractual relationship or ancillary obligations under the purchase contract. They do not exempt the buyer from the obligation to check the suitability of goods delivered by us for the intended use.

**13. Choice of Law and Place of Jurisdiction:** These GCS are governed by German law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply. The place of jurisdiction for any dispute under or in relation to the purchase of our products and these GCS is, at our discretion, Düsseldorf, Germany, or the residence or registered office of the debtor.

**14. Data Protection:** We collect and process customer data necessary for contract performance, maintaining business relationships and providing information about current offers and prices to customers. Our general Privacy Statement known to the customer applies.

**15. Brexit Clause:** Any legal changes related to the withdrawal of the United Kingdom from the European Union may result in changes to order processing (e.g. delivery periods, delivery routes, delivery data, documentation obligations or export controls). We may pass additional costs due to customs, taxes, charges or similar payment obligations on to the buyer.