

1. PURPOSE: In this document, "AkzoNobel" means Akzo Nobel Coatings, S.L.U., a Spanish company, with registered office at c/Feixa Llarga nº 14-20, Zona Franca 08040 - Barcelona, and with NIF B08218158; "Buyer" means the purchaser of Products to AkzoNobel, "Parties" means AkzoNobel and Buyer; and "Products" means any and all products sold by AkzoNobel to the Buyer. The sale or supply of Products by AkzoNobel shall be governed exclusively by these General Terms and Conditions of Sale ("General Conditions"), unless the Parties have entered into a detailed contract of sale covering the sale of Products. If such a contract of sale has been concluded, the latter shall prevail over these General Conditions. In connection with the sale of Products, no different or supplementary terms shall apply unless expressly agreed in writing by the Parties. The application of any contractual policies or conditions of the Buyer is expressly excluded. AkzoNobel reserves the right to amend the Terms and Conditions and shall provide the Buyer with the version in force at any given time. These General Terms and Conditions and, where applicable, any amendments made shall be considered an integral part of the contractual relationship between the Parties once they have been signed by both Parties in duplicate copy, one of which must be kept by the Buyer as a sign that he has read them in their entirety prior to their signature and of his express approval. If the contractual relationship is not formalized in writing, it will be understood that these General Terms and Conditions and, where applicable, their amendments, form part of the contractual relationship between the Parties if AkzoNobel provides a copy of them to the Buyer and the Buyer does not express his opposition in writing within 30 days.

2. OFFER/ACCEPTANCE: The fact that AkzoNobel prepares a quotation does not constitute an offer but an invitation for the Buyer to make an offer. The Buyer's offer shall be deemed to be subject in any case to these General Conditions. The contract shall enter into force only in the event of AkzoNobel's acceptance of the Buyer's offer.

3. DELIVERY / TRANSFER OF RISK: The conditions of delivery shall be construed in accordance with the most recent version of the INCOTERMS in force on the date of acceptance of the order. Unless otherwise agreed in writing by the Parties, the terms of delivery shall be ex-factory (EXW) and the risk of loss of the Products shall pass to the Buyer at the time they are delivered to the Buyer or are delivered to the carrier at AkzoNobel's dispatch facility. In the event of anomalies in the delivery, these must be specified on the delivery note delivered by the carrier at the time of unloading.

4. QUANTITY VARIATIONS: The Buyer shall pay the quantities delivered, and may not refuse deliveries on the grounds of quantity variations, unless the quantity differs by more than 10% (over- or under-deliveries) from the quantities ordered.

5. PRICE AND PAYMENT: The price of the Products shall be as offered by AkzoNobel, unless otherwise agreed in writing by the Parties. The prices offered by AkzoNobel shall not include VAT or any other taxes applicable to the Products. AkzoNobel will issue invoices to the Buyer for all Products sold to it. The Buyer shall pay the invoices within 60 days from the date of the invoice, in the currency and in the manner indicated therein. The Buyer may not refuse to pay any amount due to AkzoNobel by way of set-off, counterclaim, rebate or similar deduction. Upon request, Buyer shall immediately reimburse AkzoNobel for any and all expenses, including collection agency and attorneys' fees, incurred or disbursed by AkzoNobel for the purpose of collecting any amounts owed by Buyer.

6. BONUS: Unless otherwise agreed in writing by the Parties, AkzoNobel will not pay any bonus to the Buyer unless (i) AkzoNobel has accepted in writing the criteria for the bonus and (ii) the Buyer can prove that the conditions for obtaining a bonus are met. Subject to the foregoing, AkzoNobel will pay any bonus due, if any, within 60 days from the date of the credit note in the manner indicated therein. The basis for the purposes of the rebate will not include VAT or any other tax. In the event that the bonus is based on the turnover declared by AkzoNobel, the Buyer shall confirm the billing figure in writing within 30 days from the date of receipt of the billing statement issued by AkzoNobel. In the absence of confirmation, the invoice declared by AkzoNobel shall be deemed to have been accepted by the Buyer.

7. QUALITY MANUALS AND SUPPLIERS: AkzoNobel undertakes to carry out the appropriate analyses and actions to adapt, as far as possible, to the requirements of the Buyer specified in its Quality and Supplier Manuals, if any. In any case, such an undertaking will only exist if the Buyer duly informs AkzoNobel's Commercial Management of the existence of such Manuals, sends them to them when appropriate, and after the appropriate joint analysis, agrees to sign them. The mere fact of the existence of such documentation does not imply acceptance of them by AkzoNobel, which will only affect it from the date of its signature.

8. APPROVALS: For the approval of initial samples, their acceptance or rejection must be answered by completing the certificate of presentation of samples. If you do not respond, the receipt of an order will be considered as implied acceptance of that sample. With respect to the acceptance of reference items in which the Parties agree to carry out a lot acceptance process, the Buyer will have a period of 5 working days to notify AkzoNobel of the acceptance or rejection of the lot. If, at the end of this period, AkzoNobel does not receive a response from the Buyer, the consignment will be packaged and the pending orders will be supplied on request for derogation or with the next consignment launched. In the event of rejection of the consignment, the Buyer must send within 48 hours, readings and rejected part. No claims or charges will be accepted for items previously accepted or repealed by the Buyer.

9. RETENTION OF TITLE: Title to the Products shall remain with AkzoNobel until the Purchaser has paid in full all amounts invoiced and due to the former. For as long as there are outstanding amounts, the Buyer shall hold the unused Products in escrow on behalf of AkzoNobel, and AkzoNobel shall have the right to access the Buyer's premises, with the express consent of the Buyer, to collect any Products for which it is entitled under the terms hereof. The Buyer may sell the Products in the ordinary course of its business, but may not create pledges, mortgages or any other encumbrances on the Products prior to full payment of all amounts invoiced or due.

10. WARRANTY/BUYER'S RIGHTS: AkzoNobel warrants to the Buyer that at the time of the transfer of the risk of loss, the Products conform to AkzoNobel's standard sales specifications, or any others expressly agreed in writing by the Parties (the "Specifications"). THIS GUARANTEE IS THE ONLY ONE GRANTED BY AKZONOBEL. AKZONOBEL MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THEIR APPLICATION OR USE, OR IN ANY OTHER RESPECT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE EXPRESSLY EXCLUDED. The Products are sold for use in accordance with the Specifications. AkzoNobel does not warrant that the Products are suitable for a particular purpose or for a use desired by the Buyer, and the Buyer shall be deemed satisfied with the Products as per the Specifications.

In the event that the Products do not comply with the warranty described, AkzoNobel may choose to repair, replace or refund the Price of the Products and, after performing any such action, will be exempt from any other liability. The Buyer must notify AkzoNobel of any claim based on breach of warranty for the Products

within 7 days of becoming aware of it and, in any case, within 30 days of delivery of the Product to the Buyer. Failure by the Buyer to notify AkzoNobel of any claim of the nature indicated within the period indicated shall constitute a waiver by the Buyer thereof without prejudice to the provisions of applicable law.

11. LIMITATION OF LIABILITY: AkzoNobel shall not be liable for any loss or damage caused by the Purchaser's failure to exercise effective quality control or by the failure to store, use or handle the Products as directed or in accordance with instructions provided by AkzoNobel or industry standards. IN NO EVENT SHALL AKZONOBEL'S TOTAL LIABILITY FOR ANY LOSS OR DAMAGE INCURRED BY THE BUYER (INCLUDING DIRECT, INDIRECT DAMAGES SUCH AS LOSS OF PROFITS, LOSS OF BUSINESS AND ANY INDIRECT OR INCIDENTAL DAMAGES) IN CONNECTION WITH THE SUPPLY OF PRODUCTS EXCEED THE PRICE OF THE PRODUCTS PURCHASED, OR €200,000, WHICHEVER IS LESS. The exclusion or limitation of AkzoNobel's liability herein shall be governed by the laws of Spain and, to the extent permitted, by such law.

12. FORCE MAJEURE: AkzoNobel shall not be liable in any way for the failure to perform its obligations if the performance of its obligations is prevented or hindered, directly or indirectly, by wars (declared or not), national emergencies, inadequate transportation infrastructure, breakdown of machinery or equipment, inability of AkzoNobel to obtain materials, supplies, fuel or energy for the manufacture of Products on acceptable terms and conditions for AkzoNobel, fire, flood, gale or other acts of God, strikes, lockouts or any other collective disputes, decrees or laws of governments, foreign, national or local, whether valid or not, or for any other cause of a similar or different nature beyond the reasonable control of AkzoNobel ("Force Majeure Events"). AkzoNobel shall not be obliged to obtain Products from other sources, and may distribute its stock of Products to members of the AkzoNobel Group (including itself) and its customers, buyers, distributors and resellers, in accordance with such criteria as AkzoNobel deems to be fair and feasible. If the duration of a Force Majeure event exceeds 6 months or if it is reasonably expected to last more than 6 months, AkzoNobel shall be entitled to withdraw from the performance, if any, of any obligation to supply Products to the Buyer, without any right of compensation from the latter.

13. EXPORT CONTROL: Buyer shall refrain from selling, exporting, re-exporting, licensing, transmitting, diverting or otherwise transferring, directly or indirectly, any Product or information or technology relating to the Product, except in accordance with applicable export control laws and regulations, including, without limitation, the laws of the country in which Buyer resides. Buyer acknowledges that (i) it will take all necessary steps to comply with such laws and regulations, including obtaining export and other permits, if any, and (ii) will refrain from taking any action that may cause AkzoNobel to violate the foregoing laws.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that AkzoNobel (or its associated entities) is and shall remain the exclusive owner of any and all Intellectual Property Rights in the Products, including, but not limited to, patents, utility models, designs, copyrights, database rights, trade dress, survey rights, trademarks, trade names, domain names, trade secrets and know-how, whether registered or unregistered or capable of registration in any country ("IP Rights"). Nothing in these Terms and Conditions shall imply the granting to the Buyer of any rights or licenses in AkzoNobel's IP Rights. The Buyer, in particular, shall refrain from using the IP Rights of AkzoNobel (or its associated entities) without obtaining the prior written consent of the Owner.

15. DATA PROTECTION. The Parties give their express consent to the inclusion of their personal data in the files of the other party, for the purpose of managing the contractual relationship that is the subject of these General Conditions. The Buyer must provide the data that is mandatorily requested, since failure to provide them may result in the impossibility of performing the contractual services. In any case, the persons acting on behalf of each of the parties whose personal data are processed under these General Terms and Conditions may exercise the right of access, rectification, cancellation and opposition provided for in the applicable data protection law by means of written notification to the relevant party at the address established for this purpose. Both Parties undertake to maintain the strictest secrecy of the personal data of the other party to which they have had access in accordance with these General Conditions, to provide them only to authorized third parties, and to comply with the legal provisions included in the data protection laws that may be applicable. In particular, they undertake to refrain from using the personal data obtained from the other party for any purpose other than that contemplated in the object of these General Terms and Conditions. Interested parties may exercise their rights of access, rectification, deletion of data, as well as request data portability, that the processing be limited or to oppose it, by writing to each of the Parties through the address provided by the Parties. Likewise, interested parties will have the right to file a complaint with the Spanish Data Protection Agency.

16. CONFIDENTIALITY: The Parties shall maintain a strict duty of confidentiality in relation to the information to which they have access by virtue of their contractual relationship. The Buyer must take the necessary measures to ensure that they are not communicated or accessible to third parties.

17. ASSIGNMENT: The rights and obligations arising from the contractual relationship between the Parties may not be assigned by the Buyer without the prior written consent of AkzoNobel. AkzoNobel may assign any obligations and rights arising from the contractual relationship between the Parties without prior consent.

18. TERMINATION: An agreement with the Buyer for the sale or supply of Products shall not obligate AkzoNobel to accept future orders. AkzoNobel shall be entitled at any time to terminate the relationship and/or order by giving prior notice within a reasonable time. Termination in such circumstances shall in no event entitle the Buyer to any compensation.

19. CODE OF CONDUCT: The Buyer undertakes to comply at all times with AkzoNobel's current Code of Conduct, a copy of which has been provided to the Buyer and/or published at all times in www.akzonobel.com. Failure to do so shall entitle AkzoNobel to terminate any ongoing contractual and/or order relationship with the Buyer without the right to compensation of any kind.

20. GOVERNING LAW AND DISPUTE RESOLUTION. These General Terms and Conditions and all disputes arising between AkzoNobel and the Buyer shall be governed by Spanish law, excluding the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law rules by virtue of which the laws of another jurisdiction apply. Any dispute that cannot be resolved by agreement between the Parties shall be settled exclusively by the courts and tribunals of the city of Barcelona, and by the courts competent to hear any appeal against the decisions and rulings issued by the former. The Parties consent to and agree to the jurisdiction and venue of the aforementioned courts.