

AWLGRIP® FINISHES

EUROPEAN SUGGESTED RESALE LIST PRICES

AS PER JANUARY 1ST 2019

AWLGRIP.COM

TOPCOATS - MIXED COLORS		AWLGRIP®			AWLCRAFT®		
		Color Code	Quart	Gallon	Color Code	Quart	Gallon
WHITES	Matterhorn White	G8003	105,54 €	316,63 €	F8024	90,99 €	272,93 €
	Off White	G8010			F8020		
	Blue Tone White	G8212*			F8015*		
	Chevy White	H8086			F8082		
	Cloud White	G8089			F8215		
	Cream	H8002			F8016*		
	Egg Shell	H8015			F8017*		
	Fleet White	H8087	120,60 €	364,52 €	F8185*	105,97 €	317,43 €
	Insignia White	G8022			F8150*		
	Off White Revisited	G8009			F8166*		
	Oyster White	H8139			F8222		
	Snow White	G8044			F8063		
	Stark White	H8208			F8155		
	Vestal White	G8004			F8018*		
GRAYS & BLACKS	Dark Gray	G1344*			F1228*		
	Graystone	G1040			F1182*		
	Kingston Gray	G1359			F1009*		
	Light Gray	G1001	122,06 €	365,68 €	F1007*	107,26 €	321,54 €
	Medium Gray	G1007			F1010*		
	Pearl Gray	G1008			F1196*		
	Whisper Gray	G8035			F1204*		
	Super Jet Black	G2017			F2091		
	Flat Black (2:1:1 Mix)	G2002	106,72 €	320,70 €	N/A	95,08 €	284,85 €
BLUES	Aristo Blue	G5003			F5010		
	Carinthia Blue	H5342			F5359*		
	Empress Blue	G5041*			F5264*		
	Flag Blue	G5002			F5014		
	Ice Blue	H5004*			F5021*		
	Majestic Blue	H5409	125,61 €	376,99 €	F5275	116,83 €	349,99 €
	Marlin Blue	G5011*			F5015*		
	Midnight Blue	H5346			F5381*		
	Navy Blue	G5001			F5028*		
	Royal Blue	G5007			F5011*		
	Sky Blue	G5014*			F5256*		
REDS, ORANGES, YELLOWS	Claret	G7305			F7029*		
	Federal Yellow	G9298			F9148*		
	Fighting Lady Yellow	G9093			F9120*		
	International Orange	G7362*	198,64 €	595,48 €	F7233*	168,26 €	504,80 €
	Red Mahogany	G7022			F7252*		
	Sunfast Red	G7214			F7242*		
	Toreador Red	H7161			F7232*		
	Vivid Red	G7367			F7200*		
TANS & BROWNS	Castle Tan	G6006*			F6014*		
	Desert Sand	H6160*			F6187*		
	Moon Dust	G6004			F6102*		
	Prairie Beige	G6003*	125,61 €	376,99 €	F6012*	115,28 €	346,37 €
	Sable Brown	G6001*			F6171*		
	Sahara Tan	G6009*			F6017*		
	San Mateo Wheat	G9001*			F9014*		
GREENS	Aqua Mist	H4365*			F4126*		
	Dark Green	H4024			F4121		
	Forest Green	H4094*			F4105*		
	Jade Mist Green	H4089	180,94 €	544,27 €	F4114*	154,58 €	464,23 €
	Kelly Green	H4302*			F4088*		
	Sea Foam	H4256*			F4101*		
	Teal	H5328*			F5252*		
METALLIC	Bright Aluminum	H1021	125,61 €	376,99 €	F1206	115,57 €	346,37 €
	Silver	H1048			F1195		
	Medium Silver	H1303*	161,26 €	483,68 €	F1265*	148,12 €	444,37 €
LSA	Custom Color LSA Black Metallic				FL202*		1317,62 €
	Custom Color LSA Dark Blue				FL501*		992,74 €

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* Colors made to order. Prices subject to change without notice. All prices are excl. V.A.T.

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TOPCOAT CONVERTERS

	Code	Pint	Quart	½ Gallon	Gallon
Awl-cat #2 Spray Converter	G3010	-	108,08 €	-	296,13 €
Awl-cat #3 Brushing Converter	H3002	70,60 €	-	259,86 €	-
Awlgrip HDT Curing Agent	C0010	-	-	-	575 €

CLEAR TOPCOATS

	Code	Quart	Gallon
Awlgrip HDT Clear Base	C0300	-	550 €
Awlgrip HDT Slow Activator	A0010	75 €	-
Awlgrip HDT Fast Activator	A0020	75 €	-
Awlgrip High Solids Clear	G3005	94,33 €	282,92 €
Awlcraft 2000 Clear	F3029	86,43 €	259,31 €

PRIMER SEALERS & SURFACERS

	Code	Quart	Gallon	5-Gallon Pail
545 Anti-Corrosive Epoxy Primer Gray	D1001	57,92 €	172,20 €	773,95 €
545 Anti-Corrosive Epoxy Primer White	D8001	57,92 €	172,20 €	773,95 €
545 Epoxy Primer Converter	D3001	61,75 €	184,68 €	828,43 €
321 HS Undercoat Epoxy Primer Base White	R8100	-	131,55 €	-
322 HS Undercoat Epoxy Primer Base Gray	R1100	-	131,55 €	-
321 HS Undercoat Epoxy Primer Converter	R3100	64,01 €	-	-

	Code	Gallon	4-Gallon Pail
AwlQuik Epoxy Primer Surfacer	D8003 Base	196,03 €	-
	D9001 Conv	211,14 €	
Ultra Build Epoxy Primer	D8008 Base	235,82 €	-
	D3018 Conv	214,71 €	
High Build Epoxy Primer Off White	D8002 Base	193,87 €	670,36 €
	D3002 Conv	190,62 €	653,83 €
Epoxy Surfacing Primer	D1030 Base	181,47 €	-
	D3050 Conv	188,71 €	

	Code	Quart	Gallon
Quick Build Base White	U8000	-	175 €
Quick Build Base Black	U2000	-	175 €
Quick Build Base Red	U7000	50 €	-
Quick Build Base Blue	U5000	50 €	-
Quick Build Base Green	U4000	55 €	-
Quick Build Base Yellow	U9000	55 €	-
Quick Build Surfacer Converter - EU	U4200	70 €	-
Quick Build Sealer Converter	U3100	90 €	-
Quick Build Surfacer Activator	A4210	40 €	-
Quick Build Sealer Activator	A3110	50 €	-

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For further information please contact your local Awlgrip Technical Sales Representative.

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SPECIAL PURPOSE PRIMERS		Code	Pack Size	Price	Pack Size	Price
Hullgard Extra Epoxy Primer	D6120 Base	Gallon Kit		149,56 €	5 Gallon Kit	628,90 €
	D3730 Conv			32,97 €		113,39 €
Hullgard Epoxy Primer	D6070 Base	4 Gallon Kit		535,12 €		-
	D3707 Conv			121,41 €		-
Max Cor CF High Solids Primer	D8016 Base	Gallon		425,37 €		-
	D3040 Conv	½ Gallon		202,88 €		-
Max Cor CF Aerosol	S4010	250ml Can		44,84 €		-
Wash Primer CF	D6600 Base	Quart		51,92 €		-
	D3300 Conv			32,61 €		-

FAIRING COMPOUNDS & FILLERS	Code	Quart	½ Gallon	Gallon	2 Gallon	50 Liter (Drum)	185 Liter (Drum)
Awlfair LW - White Base	D8200	59,57 €	-		294,82 €	1865,39 €	6736,13 €
Awlfair LW Standard - Red Converter	D7200	59,57 €	-		294,82 €	1865,39 €	6736,13 €
Awlfair LW Fast - Red Converter	D7222	65,93 €	-		395,58 €		
Sprayable Fairing Compound	D6001 Base			207,22 €			
	D3011 Conv			207,22 €			
Awlfair Surfacing Filler	D6200 Base	-	97,99 €				
	D3200 Conv	79,96 €	-				
Awlgrip Spot Filler	A1706 Base	59.78€ - 310mL pack					
	A1704 Conv	160.83€ - 310mL pack					

REDUCERS	Code	Quart	Gallon
Fast Evap. Topcoat Reducer (Spray)	T0001	24,41€	73,19 €
Fast Evap. Reducer & Equipment Cleaner	T0002	-	71,87 €
Standard Topcoat Reducer (Spray)	T0003	27,58 €	70,16 €
Hot Weather Reducer	T0005	-	191,75 €
Standard Epoxy Primer Reducer	T0006	27,58 €	70,16 €
Slow Drying Brushing Reducer	T0031	30,05 €	90,19 €
Ultra-Build Reducer	T0073	-	105,25 €

SURFACE CLEANERS	Code	Quart	Gallon
Awlprep Surface Cleaner	T0008	-	72,27 €
Surface Cleaner / Degreaser	T0340	18,31 €	54,90 €

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MAINTENANCE PRODUCTS

	Code	Pint	Quart	½ Gallon	Gallon
Awlwash – Wash Down Concentrate	73234	-	23,54 €	-	57,92 €
Awlcare – Protective Polymer Sealer	73240	21,83 €	-	77,22 €	-

AUXILIARY PRODUCTS

	Code	4-Pack	2 oz	Pint	Quart	Gallon
Cold Cure 545 Primer Accelerator	M3066	-	-	40,39 €	-	-
Griptex Fine (Non Skid Additive)	73012	-	-	-	51,92 €	-
Griptex Coarse (Non Skid Additive)	73013	-	-	-	55,30 €	-
Griptex Extra Coarse (Non Skid Additive)	73237	-	-	-	55,30 €	-
Flattening Agent for Urethane Topcoats	G3013	-	-	-	74,50 €	223,48 €
Crater X Anti-Cratering Solution	M1017	-	-	-	191,05 €	-
Pro-Cure X-98 Fast Accelerator for Urethane Topcoats	73014	-	18,04 €	-	-	-
Pro-Cure X-138 Inhibited Accelerator for Urethane Topcoats	73015	-	19,63 €	-	-	-
Premium Tack Rags	73009	15,11 €	-	-	-	-

PROTECTIVE COATING

	Code	5-Gallon Pail
Awlcoat Temporary Protective Coating	WP101	761,43 €

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1. GENERAL

- 1.1 These Conditions contain the entire agreement in connection with Products and/or Services and may only be modified or supplemented by separate written agreement between Seller and Buyer. All other terms and conditions, express or implied, present or historic (including any statements made in any brochure, website or advertising literature of Seller) are excluded, save in the case of fraud. Unless expressly and specifically agreed in writing to the contrary, Seller will only contract with Buyer on these terms and conditions and will not accept any subsequent terms and conditions of Buyer.
- 1.2 In these Conditions, terms defined in the 2000 edition of Incoterms have, unless otherwise specified, the same meaning and "Affiliate" means, in relation to any company or unincorporated organisation, a company or unincorporated organisation which controls, is controlled by or is in common control with it; "Buyer" means the person buying the Products or, if agreed for another, that person and the other jointly and severally; "FAQ" or "Free At Quay" means delivery is effected when the Products are placed on the quay or otherwise at Buyer's disposal at a named port of shipment and Seller is not required to clear the Products for export; "Products" means the products and any part of them described in Seller's written quotation and includes their packaging and any replacement products; "Seller" means International Paint Ltd. "Services" means that technical advice (if any) given by or on behalf of Seller in connection with the Products, whether being specific advice given to Buyer or whether in any of Seller's technical literature including any advice given by any technical representative of Seller made available by Seller at Buyer's site or at any third party premises; and "Specification" means that specification (if any) included in Seller's written quotation or any other written specification supplied by Seller.

2. DELIVERY AND/OR PERFORMANCE

- 2.1 Delivery or despatch dates quoted are given or accepted by Seller in good faith, but not guaranteed unless stated to be "guaranteed" in writing.
- 2.2 Delivery shall be to such place as Seller may agree or reasonably specify prior to delivery. Unless otherwise agreed, Buyer is responsible for unloading of Products.
- 2.3 Packaging is not returnable unless otherwise agreed in writing by Seller. Any special packaging requirements will incur an additional charge.
- 2.4 Save for clause 8, each delivery and/or performance shall be treated as a separate contract. Unless otherwise agreed in writing Seller may deliver and/or perform in part and any failure to perform or deliver or any related breach of contract by Seller shall not affect any other delivery. Buyer shall take delivery of Products on any day up to the date quoted or agreed by Seller or (if none) within a reasonable time. Buyer shall bear all storage and other costs (including insurance) arising from Buyer's failure to comply with the contract.
- 2.5 Conclusive evidence of delivery shall be (i) if Products are sold FAS, FOB, FAQ or to Buyer's agent, an on-board bill of lading, a mate's receipt or other document in proof of such delivery, (ii) if Seller or its carrier is unable for any reason to place Products on board ship at the place of delivery, a warehouse receipt for Products, (iii) if Products are sold CIF or CFR (or C&F), a receipted bill of lading or way bill, or (iv) in all other cases, a receipt from a carrier.
- 2.6 If Seller undertakes to obtain any licence required for the export of Products. Buyer shall comply with any such licence and shall obtain and comply with all other necessary licences, permits and consents (including all other export/import licences).

3. PRICE AND PAYMENT

- 3.1 Prices are exclusive of VAT and all other applicable taxes, duties or fees. Any delivery charge will be at cost or as otherwise agreed in writing. Buyer shall ensure that any vessel receiving Products as "ship stores in transit" is entitled to receive such stores free of value added taxes and other duties.
- 3.2 Unless otherwise agreed in writing by Seller, payment is due thirty days from date of invoice. Seller may require security for payment before despatch or performance.
- 3.3 Payment may be made in any freely negotiable currency using the spot rate of exchange shown on the relevant Reuters screen (or, if there is no such screen then available, then offered by HSBC Bank in the foreign exchange market) on the earlier of the date on which payment is made and the due date of payment. Seller reserves the right to recover any loss on exchange due to delays in payment.
- 3.4 Unless the contract states price(s) to be fixed, Seller may increase prices for undelivered balances and/or unperformed Services in accordance with increases in Seller's costs and/or general price list increases occurring after the date of acceptance of order but before despatch and/or performance. Buyer shall pay any increases in delivery costs after the date of acceptance of order.
- 3.5 In the circumstances described in clause 7.2, clause 2.4 shall not apply and all unpaid balances owing to Seller from Buyer shall become a debt immediately due and payable to Seller, whether or not property in Products has passed to Buyer.
- 3.6 Time of payment is of the essence of the contract. Without prejudice to any other remedy Seller may charge interest at 4% above HSBC Bank plc base rate for the time being per annum (to accrue from day to day) on any sum which is not paid on the due date after as well as before any judgment.
- 3.7 Seller may appropriate sums received from Buyer against any debt whatsoever due to Seller from Buyer (irrespective of any purported appropriation by Buyer) and may, without prejudice to any other right or remedy, by notice in writing to Buyer, set off any or all of the monies owing by Buyer or any of its Affiliates to Seller for the supply of products against any indebtedness of Seller or any of its Affiliates to Buyer or any of its Affiliates. In no circumstances may Buyer withhold payment or make any set-off on any account.
- 3.8 Buyer shall on demand indemnify Seller against all costs, charges, expenses and legal costs incurred by Seller in recovering sums owing by Buyer (including without limitation in seizure of vessels).
- ### 4. WARRANTIES
- 4.1 Other than for samples or goods sold as obsolete or sub-standard, Seller warrants (the "Warranty") that upon delivery Products are sold with good title, are made with sound materials and workmanship, comply with Seller's then current published product data sheets and comply with the Specification which shall be prepared with reasonable care and be suitable for the purpose for which it was prepared.
- 4.2 Unless Products are sold to be used in accordance with the Specification Seller

does not warrant that Products are fit for any particular purpose or an intended use by Buyer and Seller shall satisfy itself that Products are so fit. If Products correspond to any sample supplied or accepted by Seller they shall be deemed to comply with the Warranty.

5. LIMITATIONS OF LIABILITY

- 5.1 Seller shall not be liable under clause 4 unless Buyer satisfies Seller that it has strictly complied with any instructions of Seller relating to Products and Services. Seller shall not be liable under clause 4 in respect of any Products which are used after notice has been given that the Products fail to comply with the Warranty.
- 5.2 Buyer shall examine Products as soon as reasonably practicable after delivery. Buyer shall then immediately notify Seller of any incomplete or faulty delivery, loss or damage during carriage, shortage of weight or quantity or if Products fail to comply with the Warranty and shall in the case of damaged Products be entitled to notify Seller that it rejects all or any part of the damaged Products in that delivery. Unless Buyer so notifies Seller within 30 days after the date when Buyer became or ought reasonably to have become aware of any of the above Buyer shall be treated as having waived all claims connected with the matter which should have been notified. Where notification is so made no action whatsoever may be brought against Seller in connection with Products, Services and/or the contract unless proceedings are issued against Seller within two years after Buyer became or ought to have become aware of the circumstances giving rise thereto.
- 5.3 Provided notification is made within the above 30 day period, if it is shown to Seller's reasonable satisfaction that Products fail materially to comply with the Warranty, Seller shall be given a reasonable opportunity to correct such failure. If the failure is not corrected, Seller will at Buyer's option either refund the purchase price (or, if the Products have depreciated for reasons other than Seller's default or been used or put into process, a reasonable part of the purchase price), or replace part or the whole of the Products (if reasonably practicable) within a reasonable time, free of charge. Such correction, refund or replacement shall, subject to clause 5.6 be Seller's sole liability in relation to any such failure and shall in no circumstances exceed three times the invoice value of the Products in question.
- 5.4 Products which are alleged not to comply with the Warranty shall as far as possible be preserved for Seller's inspection, and shall be returned to Seller (at Seller's cost) if Seller reasonably so requests. Buyer shall be deemed to have waived its rights in respect thereof unless, wherever possible, it has given Seller reasonable opportunity to inspect such Products.
- 5.5 Seller shall not be liable in any way whatsoever for:
- the incompleteness of any Products supplied by Seller with the products of other manufacturers or suppliers;
 - inadequate or incorrect surface preparation or coating application work carried out by, or the faulty equipment or product of Buyer, or any third party;
 - any representations, advice or assistance given or omitted to be given in connection with Products, Services, the Specification or the contract, other than Services specifically charged for by Seller. Where Seller has specifically charged for Services, and in the absence of any other written agreement, Seller shall provide the Services with reasonable care and skill and liability for failure shall be limited to a refund of the fee charged for those Services;
 - the supervision or quality control (or lack thereof) by or on behalf of any third party.
- 5.6 (a) Seller does not exclude or restrict any liability which cannot be excluded or restricted as between Buyer and Seller, including in respect of a Buyer who deals as a consumer, as a matter of law under any applicable legislation. (b) Buyer shall promptly notify Seller of any claim against Buyer under any consumer protection legislation granting rights to consumers which Seller cannot by law exclude or restrict. Seller then shall only be liable to Buyer in the event Products were defective (within the meaning of the applicable legislation) at the time of delivery by Seller and shall not be liable to the extent that any liability arises from any act or omission of Buyer.
- 5.7 Without prejudice to any other limitation of Seller's liability (whether effective or not):
- in no circumstances whatsoever (including any fault or default of Seller) shall Seller be liable for any loss of profits, use, contract, goodwill, business, anticipated savings; any rectification costs; (subject to clause 5.6) any third party claims; or for any indirect or consequential losses in connection with Products, Specification, Services or the contract;
 - except as provided under clauses 5.3 and 5.6, Seller's total aggregate liability under any proceedings or law in connection with Products, Specification, Services or the contract is limited to the cost of Products sold.
- 5.8 The Warranty and Buyer's remedies under clauses 5 and 7.1 are in substitution for any other warranties, obligations, representations, liabilities, terms or conditions (whether they are express or implied, or arise in contract, tort, or otherwise) in connection with Products and/or Services (including, without limitation, any relating to satisfactory quality, fitness for purpose, conformity with description or sample, care and skill or compliance with representations) which are hereby expressly excluded.
- 5.9 Unless specifically stated otherwise in these Conditions, Buyer's sole remedy shall be in damages.
- ### 6. EVENTS BEYOND SELLER'S REASONABLE CONTROL
- Seller shall not be liable for any failure to comply with the contract related to any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the contract. However, Seller may where reasonable and without liability suspend or terminate all or some of its obligations under the contract if Seller's ability to fulfil such obligations is materially impaired.
- ### 7. TERMINATION AND SUSPENSION
- 7.1 Except where Buyer has caused or contributed to any delay, Buyer may (as Buyer's sole remedy, without affecting the balance of the contract quantity) terminate the contract by notice to Seller in respect of any instalment of Products which is not despatched by any date stated in writing to be "guaranteed" by Seller or within 60 days after any date indicated by Seller or quoted on Seller's written quotation unless the goods have been specially manufactured or adapted for Buyer.

7.2 Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the contract in the relevant circumstances. Seller may also suspend deliveries or supply of Services while investigating any claim relating to prior shipments (under any contract) of Products. Clause 2.4 shall not apply in these circumstances. The relevant circumstances are:

- Buyer failing to take delivery of or to pay for Products and/or Services (if any) by the due date, or breaches any other term of the contract; or
 - Buyer becoming bankrupt or insolvent or if a receiver, administrator or encumbrancer takes possession of any material part of Buyer's assets, or Buyer suffers any equivalent of the foregoing;
 - Seller having reasonable grounds for suspecting that an event in clause 7.2(b) has occurred or will occur, or that Buyer will not pay for Products or Services on the due date, and so notifies Buyer; or
 - where the contract is for a fixed price, there has been a substantial increase in Seller's costs of manufacture and supply of Products and/or Services between the date of contract and date of despatch arising from circumstances beyond Seller's reasonable control and Seller and Buyer have failed within 30 days of Seller notifying Buyer of such increase, to reach agreement on a reasonable adjustment in the price for remaining deliveries to recognise such increase.
- 7.3 If Buyer provides Seller with security for the contract price, reasonably acceptable to Seller, within 3 working days after a notice has been given under clause 7.2(c), Seller shall withdraw the notice.

8. RISK AND TITLE

- 8.1 Risk in Products shall pass to Buyer upon delivery. Seller shall retain ownership of Products until:
- Seller has received payment in full for Products and of all other sums which are or become due to Seller from Buyer on any account; or
 - the Products are mixed, processed or used so that they lose their identity or are irreversibly incorporated in, mixed with or applied to other goods; or
 - Buyer sells Products at arm's length in good faith to an unrelated third party.
- 8.2 Buyer shall insure Products against all usual risks to full replacement value until ownership passes to Buyer. Buyer shall sell, use or part with possession of them only in the ordinary course of trading and shall, where reasonably possible, keep each delivery separate and clearly identified as Seller's property. Any insurance monies received by Buyer in respect of Products owned by Seller, shall be held on trust for Seller. In the circumstances described in clause 7.2, Buyers right to sell, use or part with possession of Products shall terminate immediately. Seller may without prejudice to Seller's other remedies enter Buyer's premises, and recover and/or sell such Products.

9. THIRD PARTY CLAIMS AND CONDUCT OF CLAIMS

- 9.2 Buyer shall not use any trademarks or tradenames applied to or used by Seller in relation to Products in any manner not approved by Seller.
- 9.3 Buyer shall indemnify Seller against any liability incurred by Seller (i) from incorporating property of Buyer in Products or complying with any specification or other instruction of Buyer relating to Products; and (ii) arising from the use of or dealings in Products by or on behalf of Buyer, except as provided in clause 5.6 or if arising from Seller's willful default.
- 9.4 Each party shall promptly notify the other of any relevant claim under this contract (including, without limitation, under Clause 5.6), shall comply with the other's reasonable requirements to minimise and/or avoid further liability and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.

10. INFORMATION AND COMPLIANCE WITH LAWS

- 10.1 Buyer shall ensure that all Products are safely and lawfully received, stored, maintained, used or applied by Buyer and shall obtain relevant information in Seller's possession relating thereto.
- 10.2 Buyer shall ensure that all appropriate safety information (whether supplied by Seller, Buyer or another) is distributed and drawn to the attention of customers and all others (including Buyer's employees and contractors) who require it for the safe handling or use of Product and shall promptly supply to Seller all information and assistance required for Seller to execute Buyer's order.

11. MISCELLANEOUS

- 11.1 The contract may not be assigned by Buyer without Seller's prior written consent.
- 11.2 Notices must be in writing to Seller's or Buyer's address and are deemed delivered on the first working day after delivery by hand or (subject to confirmation of transmission) by facsimile, or, where sent by first class or express post, five clear working days after the date of posting to Buyer's, or Seller's address. Qualified acceptances by Buyer on delivery notes shall not constitute notice of any claim or acceptance by Seller of any such qualification.
- 11.3 No failure by Seller to enforce any provision of this contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- 11.4 If any provision of the contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.

12. NO THIRD PARTY RIGHTS

No term or condition of this contract is enforceable by any person who is not a party to the contract and Seller and Buyer may exercise, without the consent of any third party, any rights they may have to amend or rescind this Contract

13. LAW

This contract shall be governed by and construed in accordance with the law of Seller's country. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract or the transactions contemplated by this contract. Buyer hereby agrees, for Seller's exclusive benefit, that the courts of Seller's country shall have sole jurisdiction to hear all claims or proceedings connected with Products, Services or the contract. Seller may nevertheless bring claims in any other court of competent jurisdiction. Version: 10/04 © Akzo Nobel 2004

Visit us at awlgrip.com for further information.

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