



Awlgrip Price List Effective 1 May 2024

AWLGRIP[®] PRODUCTS
EUROPEAN SUGGESTED RESALE LIST PRICES

AWLGRIP® FINISHES

EUROPEAN SUGGESTED RESALE LIST PRICES

Awlgrip	Description	Colour Code	Price / QT	Price / GL	Gallon
Awlcraft 2000	Flag Blue	F5014 (‡)		€ 455,41	MTS
Awlcraft 2000	Majestic Blue	F5275 (‡)		€ 455,41	MTS
Awlcraft 2000	Off White	F8020 (‡)		€ 413,05	MTS
Awlcraft 2000	Matterhorn White	F8024 (‡)		€ 413,05	MTS
Awlcraft 2000	Snow White	F8063 (‡)		€ 413,05	MTS
Awlcraft 2000	Stark White	F8155 (‡)		€ 413,05	MTS
Awlcraft 2000	Cloud White	F8215 (‡)		€ 413,05	MTS
Awlcraft 2000	Oyster White	F8222 (‡)		€ 413,05	MTS
Awlgrip Topcoat	Light Gray	G1001		€ 475,83	MTS
Awlgrip Topcoat	Medium Gray	G1007		€ 475,83	MTS
Awlgrip Topcoat	Dark Gray	G1344		€ 475,83	MTS
Awlgrip Topcoat	Extreme Black	G2066	€ 138,87	€ 417,31	MTS
Awlgrip Topcoat	Flag Blue	G5002	€ 163,45	€ 490,55	MTS
Awlgrip Topcoat	Matterhorn White	G8003	€ 156,90	€ 474,33	MTS
Awlgrip Topcoat	Off White	G8010	€ 156,90	€ 474,33	MTS
Awlgrip Topcoat	Insignia White	G8022		€ 474,33	MTS
Awlgrip Topcoat	Whisper Gray	G8035		€ 475,83	MTS
Awlgrip Topcoat	Snow White	G8044	€ 156,90	€ 474,33	MTS
Awlgrip Topcoat	Cloud White	G8089	€ 156,90	€ 474,33	MTS
Awlgrip Topcoat	Carinthia Blue	H5342		€ 490,55	MTS
Awlgrip Topcoat	Midnight Blue	H5346		€ 490,55	MTS
Awlgrip Topcoat	Majestic Blue	H5409		€ 490,55	MTS
Awlgrip Topcoat	Cream	H8002		€ 474,33	MTS
Awlgrip Topcoat	EggShell	H8015		€ 474,33	MTS
Awlgrip Topcoat	Oyster White	H8139	€ 156,90	€ 474,33	MTS
Awlgrip Topcoat	Stark White	H8208		€ 474,33	MTS
Awlgrip HDT	Snow White	C8001		€ 525,49	MTS
Awlgrip HDT	Cloud White	C8002		€ 525,49	MTS
Awlgrip HDT	Oyster White	C8007		€ 525,49	MTS
Awlgrip HDT	Off White	C8008		€ 525,49	MTS
Awlgrip HDT	Matterhorn White	C8019		€ 525,49	MTS
Awlgrip HDT	Whisper Gray	C1007		€ 525,49	MTO
Awlgrip HDT	Extreme Black	C2002		€ 525,49	MTS
Awlgrip HDT	Flag Blue	C5005		€ 525,49	MTS
Awlcraft 3000	Snow White	TF8001		€ 413,05	MTS
Awlcraft 3000	Matterhorn White	TF8019		€ 413,05	MTS
Awlcraft 3000	Extreme Black	TF2002	€ 123,71	€ 370,67	MTS
Awlcraft 3000	Oyster White	TF8007		€ 413,05	MTS
Awlcraft 3000	Cloud White	TF8002		€ 413,05	MTS
Awlcraft 3000	Flag Blue	TF5005		€ 455,41	MTS
Awlcraft 3000	Off White	TF8008		€ 413,05	MTS
Awlcraft 3000	Stark White	TF8009		€ 413,05	MTS
Awlcraft 3000	Medium Grey	TF1002		€ 418,40	MTS
Awlcraft 3000	Majestic Blue	TF5001		€ 455,41	MTS
Awlcraft 3000	LSA Black	TFL201		€ 1.174,32	MTS

MTO: Make to Order Colours

‡ Product to be discontinued when present stocks are depleted

AWLGRIP® FINISHES

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Awlcraft 2000 - MTO - SOLID COLOURS		QT	GL
Grays	F1xxx	€ 139,57	€ 418,40
Blacks	F2xxx	€ 139,57	€ 418,40
Greens	F4xxx	€ 201,14	€ 604,06
Blues	F5xxx	€ 152,02	€ 455,41
Tan & Brown	F6xxx	€ 150,01	€ 450,70
Red / Orange	F7xxx	€ 218,96	€ 656,85
White	F8xxx	€ 137,88	€ 413,05
Yellow	F9xxx	€ 218,96	€ 656,85
LSA Dark blue	FL501		€ 1.291,77

Awlgrip Topcoat - MTO		QT	GL
Grays	H or G1xxx	€ 158,81	€ 475,83
Blacks	H or G2xxx	€ 158,81	€ 475,83
Greens	H or G4xxx	€ 235,46	€ 708,22
Blues	H or G5xxx	€ 163,45	€ 490,55
Tan & Brown	H or G6xxx	€ 163,45	€ 490,55
Red / Orange	H or G7xxx	€ 258,46	€ 774,85
White	H or G8xxx	€ 156,93	€ 474,33
Yellow	H or G9xxx	€ 258,46	€ 774,85

Awlgrip HDT - MTO		QT	GL
Grays	C1xxx	€ 185,30	€ 650,61
Blacks	C2xxx	€ 185,30	€ 650,61
Greens	C4xxx	€ 185,30	€ 650,61
Blues	C5xxx	€ 185,30	€ 650,61
Tan & Brown	C6xxx	€ 185,30	€ 650,61
Red / Orange	C7xxx	€ 185,30	€ 650,61
White	C8xxx	€ 185,30	€ 650,61
Yellow	C9xxx	€ 185,30	€ 650,61

AWLCRAFT® SE

EUROPEAN SUGGESTED RESALE LIST PRICES

Awlcraft SE Metallic (E & S-Line) - Make to Order		QT	GL
Grays/ Silver	E1xxx / Sxxxxx - Metallic	€ 306,51	€ 925,72
Blacks	E2xxx / Sxxxxx - Metallic	€ 306,51	€ 925,72
Greens	E4xxx / Sxxxxx - Metallic	€ 360,45	€ 1.088,67
Blues	E5xxx / Sxxxxx - Metallic	€ 306,51	€ 925,72
Tan / Brown	E6xxx / Sxxxxx - Metallic	€ 360,45	€ 1.088,67
Red / Orange	E7xxx / Sxxxxx - Metallic	€ 405,97	€ 1.226,23
White	E8xxx / Sxxxxx - Metallic	€ 306,51	€ 925,72
Yellow / Gold	E9xxx / Sxxxxx - Metallic	€ 405,97	€ 1.226,23

Awlcraft SE Solid (L & S-line) - Make to Order		QT	GL
Grays	L1xxx / Sxxxxx - Solid	€ 237,23	€ 711,65
Blacks	L2xxx / Sxxxxx - Solid	€ 237,23	€ 711,65
Greens	L4xxx / Sxxxxx - Solid	€ 264,04	€ 792,14
Blues	L5xxx / Sxxxxx - Solid	€ 237,23	€ 711,65
Tan / Brown	L6xxx / Sxxxxx - Solid	€ 247,96	€ 743,87
Red / Orange	L7xxx / Sxxxxx - Solid	€ 330,61	€ 991,82
White	L8xxx / Sxxxxx - Solid	€ 237,23	€ 711,65
Yellow / Gold	L9xxx / Sxxxxx - Solid	€ 330,61	€ 991,82

Awlcraft SE Pearl (P & S-Line) - Make to Order		QT	GL
Silver	P1xxx / Sxxxxx - Pearl	€ 266,40	€ 804,60
Black	P2xxx / Sxxxxx - Pearl	€ 266,40	€ 804,60
Green	P4xxx / Sxxxxx - Pearl	€ 305,93	€ 900,19
Blue	P5xxx / Sxxxxx - Pearl	€ 266,40	€ 804,60
Tan	P6xxx / Sxxxxx - Pearl	€ 279,88	€ 845,30
Red	P7xxx / Sxxxxx - Pearl	€ 373,16	€ 1.127,06
Gold	P9xxx / Sxxxxx - Pearl	€ 352,85	€ 1.065,73
White	P8xxx / Sxxxxx - Pearl	€ 266,40	€ 804,60

AWLGRIP® PRODUCTS

EUROPEAN SUGGESTED RESALE LIST PRICES

Awlgrip	Product description	Code	Pack	Litre	Price
Awlcraft CS	Low Gloss Base	J0300	GL	3,785	€ 346,80
Awlcraft CS	Medium Gloss Base	J0301	GL	3,785	€ 346,80
Awlcraft CS	Curing Solution	J0010	GL	3,785	€ 396,33
Awlgrip Repair	Basecoat Blender	T0190	QT	0,946	€ 81,94
Awlgrip Repair	Topcoat Blender	T0195	QT	0,946	€ 117,52
Awlgrip Repair	Basecoat Foundation Coat	E3001	QT	0,946	€ 89,34
Awlgrip HDT	HDT Clear Base	C0300	GL	3,785	€ 607,36
Awlgrip HDT	HDT Binder Base	C0310	GL	3,785	€ 577,00
Awlgrip HDT	HDT Curing Agent	C0010	GL	3,785	€ 698,47
Awlgrip HDT	HDT Slow Activator	A0010	QT	0,946	€ 91,11
Awlgrip HDT	HDT Medium Activator - MTO	A0015	QTL	0,946	€ 91,11
Awlgrip HDT	HDT Fast Activator	A0020	QT	0,946	€ 91,11
Awlgrip Topcoat	Clear Base	G3005	QT	0,946	€ 122,74
Awlgrip Topcoat	Clear Base	G3005	GL	3,785	€ 368,14
Awlcraft 3000	Clear Base	TF0300	QT	0,946	€ 112,47
Awlcraft 3000	Clear Base	TF0300	GL	3,785	€ 337,42
Awlgrip Reducer	Fast Evaporating Topcoat Reducer	T0001	QT	0,946	€ 32,06
Awlcat #2	Awlgrip Converter - Spray	G3010	QT	0,946	€ 140,64
Awlcat #2	Awlgrip Converter - Spray	G3010	GL	3,785	€ 385,32
Awlcat #3	Awlgrip Converter - Brush/Roller	H3002	PT	0,473	€ 91,86
Awlcat #3	Awlgrip Converter - Brush/Roller	H3002	HG	1,89	€ 338,14
Awlprep	Surface Cleaner	T0008	5L	5	€ 120,59
Surface Cleaner	Surface Cleaner / Degreaser	T0340	QT	0,946	€ 23,13
Surface Cleaner	Surface Cleaner / Degreaser	T0340	5L	5	€ 91,62
Awlcoat TPC	Temporary Protective Coating	WP101	5GL	18,9	€ 1.010,03
Awlwash 2.0	Wash Down Concentrate	73235	GL	3,785	€ 73,16
Awlcare	Protective Polymer	73240	PT	0,473	€ 28,14
Awlcare	Protective Polymer	73240	HG	1,89	€ 99,51
Griptex	Griptex Fine (Non Skid Additive)	73012	QT	0,946	€ 67,56
Griptex	Griptex Coarse (Non Skid Additive)	73013	QT	0,946	€ 71,97
Griptex	Griptex Extra Coarse (Non Skid Add.)	73237	QT	0,946	€ 71,97
Flattening Agent	Flattening Agent For Urethane Topcoats	G3013	GL	3,785	€ 290,78
Cold Cure	545 Primer Accelerator	M3066	PT	0,473	€ 52,04
Pro-Cure X-98	Fast Accelerator For Urethane Topcoats	73014	2OZ	0,059	€ 23,93
Pro-Cure X-138	Inhibited Accelerator For Urethane Topcoats	73015	2OZ	0,059	€ 26,03
Premium Tack Rags		73009	4pack	NA	€ 20,05
545 Epoxy Primer	Gray	D1001	QT	0,946	€ 74,64
545 Epoxy Primer	Gray	D1001	GL	3,785	€ 221,88
545 Epoxy Primer	Gray	D1001	5GL	18,9	€ 997,30
545 Epoxy Primer	White	D8001	QT	0,946	€ 74,64
545 Epoxy Primer	White	D8001	GL	3,785	€ 221,88
545 Epoxy Primer	White	D8001	5GL	18,9	€ 997,30
545 Epoxy Primer	Converter	D3001	QT	0,946	€ 79,56
545 Epoxy Primer	Converter	D3001	GL	3,785	€ 237,98
545 Epoxy Primer	Converter	D3001	5GL	18,9	€ 1.067,50
Awlfair LW	White Base	D8200	QT	0,946	€ 71,75
Awlfair LW	White Base	D8200	2GL	7,57	€ 355,05

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Awlgrip	Product description	Code	Pack	Litre	Price
Awlfair LW	White Base	D8200*	60L	50*	€ 2.246,46
Awlfair LW	White Base	D8200*	200L	185*	€ 8.112,22
Awlfair LW	Red Converter	D7200	QT	0,946	€ 71,75
Awlfair LW	Red Converter	D7200	2GL	7,57	€ 355,05
Awlfair LW	Red Converter	D7200*	60L	50*	€ 2.246,46
Awlfair LW	Red Converter	D7200*	200L	185*	€ 8.112,22
Awlfair LW	Fast - Red Converter	D7222	QT	0,946	€ 79,41
Awlfair LW	Fast - Red Converter	D7222	2GL	7,57	€ 476,38
Awlfair FL	White Base	D8300	200L	185	€ 8.029,27
Awlfair FL	White Base	D8300	2GL	7,57	€ 351,25
Awlfair FL	Red Converter	D7300	200L	185	€ 8.029,27
Awlfair FL	Red Converter	D7300	2GL	7,57	€ 351,25
Surfacing Filler	Base	D6200	HG	1,89	€ 118,01
Surfacing Filler	Converter	D3200	QT	0,946	€ 96,29
AwlQuick	Sanding Surfacer - Base	D8003	GL	3,785	€ 242,89
AwlQuick	Sanding Surfacer - Converter	D9001	GL	3,785	€ 261,61
Ultra Build	Base	D8008	GL	3,785	€ 300,90
Ultra Build	Converter	D3018	GL	3,785	€ 273,96
High Build	Base	D8002	GL	3,785	€ 247,37
High Build	Base	D8002	4GL	15,14	€ 855,34
High Build	Converter	D3002	GL	3,785	€ 243,22
High Build	Converter	D3002	4GL	15,14	€ 834,26
Epoxy Surfacing Primer	Base	D1030	GL	3,785	€ 229,26
Epoxy Surfacing Primer	Converter	D3050	GL	3,785	€ 238,40
Quick Build	White Base	U8000	GL	3,785	€ 227,72
Quick Build	Black Base	U2000	GL	3,785	€ 227,72
Quick Build	Red Base	U7000	QT	0,946	€ 65,06
Quick Build	Blue Base	U5000	QT	0,946	€ 65,06
Quick Build	Green Base	U4000	QT	0,946	€ 71,57
Quick Build	Yellow Base	U9000	QT	0,946	€ 71,57
Quick Build	Surfacer Converter EU	U4200	QT	0,946	€ 91,08
Quick Build	Surfacer Activator EU	A4210	QT	0,946	€ 52,04
Quick Build	Sealer Converter	U3100	QT	0,946	€ 117,10
Quick Build	Sealer Activator	A3110	QT	0,946	€ 65,06
Hullgard Extra	Base	D6120	GL	3,785	€ 190,83
Hullgard Extra	Base	D6120	5GL	18,925	€ 802,43
Hullgard Extra	Converter	D3730	QT	0,946	€ 42,08
Hullgard Extra	Converter	D3730	84OZ	18,9	€ 144,67
Max Cor CF	High Solids Primer - Base	R4330	GL	3,785	€ 553,49
Max Cor CF	High Solids Primer - Converter	R3330	HG	1,89	€ 263,99
Max Cor CF	Aerosol	S4010	250ML	0,25	€ 58,35
Wash Primer CF	Base	D6600	QT	0,946	€ 67,56
Wash Primer CF	Converter	D3300	QT	0,946	€ 42,43
Awlgrip Reducer	Fast Evaporating Topcoat Reducer	T0001	5L	5	€ 127,03
Awlgrip Reducer	Fast Evap.Reducer&Equipment Cleaner	T0002	5L	5	€ 124,72
Awlgrip Reducer	Standard Topcoat Reducer	T0003	QT	0,946	€ 36,23

AWLGRIP® PRODUCTS

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Awlgrip	Product description	Code	Pack	Litre	Price
Awlgrip Reducer	Standard Topcoat Reducer	T0003	5L	5	€ 121,78
Awlgrip Reducer	Hot Weather Reducer	T0005	5L	5	€ 332,81
Awlgrip Reducer	Standard Epoxy Primer Reducer	T0006	QT	0,946	€ 36,23
Awlgrip Reducer	Standard Epoxy Primer Reducer	T0006	5L	5	€ 121,78
Awlgrip Reducer	Slow Drying Brushing Reducer	T0031	QT	0,946	€ 39,49
Awlgrip Reducer	Slow Drying Brushing Reducer	T0031	5L	5	€ 156,54
Awlgrip Reducer	Ultra Build Reducer	T0073	5L	5	€ 181,44
Aerowave	Base	A1801	290ML	0,29	€ 94,46
Aerowave	Converter	A1802	290ML	0,29	€ 94,46
Awlfair Pumpable	Converter	P7086	2GL	7,57	€ 355,05
Awlfair Pumpable	Converter	P7086*	60L	50*	€ 2.246,46
Awlfair Pumpable	Converter	P7086*	200L	185*	€ 8.112,22
Awlfair Pumpable	Base	P7085	2GL	7,57	€ 355,05
Awlfair Pumpable	Base	P7085*	60L	50*	€ 2.246,46
Awlfair Pumpable	Base	P7085*	200L	185*	€ 8.112,22

* these packs are MTO items

‡ Size to be discontinued when present stocks are depleted.

AWLGRIP® VARNISHES & BRIGHTWORK SYSTEMS

EUROPEAN SUGGESTED LIST PRICES

Awlgrip	Product description	Code	Pack	Litre	Price
Awlwood	Awlwood Primer Clear	J3809	QT	0,946	€ 98,01
Awlwood	Awlwood Primer Red	J7809	QT	0,946	€ 98,01
Awlwood	Awlwood Primer Yellow	J9809	QT	0,946	€ 98,01
Awlwood	Awlwood Gloss	J3890	QT	0,946	€ 98,01
Awlwood	Awlwood Gloss	J3890	GL	3,785	€ 392,04
Awlwood	Awlwood Satin Matt	J3810	QT	0,946	€ 98,01
Awlwood	Awlwood Brush Cleaner	T0200	QT	0,946	€ 42,38
Awlwood	Awlwood Brushing Reducer	T0201	QT	0,946	€ 40,66
Awlwood	Awlwood Spraying Reducer	T0202	QT	0,946	€ 40,66
Awlspar	Awlspar Varnish	M3131	QT	0,946	€ 83,33
Awlbrite	Awlbrite Clear Base	J3005	QT	0,946	€ 128,04
Awlbrite	Awlbrite Clear Base	J3005	GL	3,785	€ 342,63
Awlbrite	Awlbrite Converter	J3006	PT	0,473	€ 64,04
Awlbrite	Awlbrite Converter	J3006	HG	1,89	€ 265,80
Awlbrite	Spray Activator	A0001	GL	3,785	€ 198,41
Awlbrite	Brush Activator	A0031	PT	0,473	€ 43,34
Awlspar	Awlspar Reducer	T0016	QT	0,946	€ 32,43

AWLGrip® PRODUCTS

EUROPEAN SUGGESTED RESALE LIST PRICES

- * Prices quoted are in Euros
- * All prices are subject to change without notice
- * Please refer to the Terms and Conditions of sale
- * These prices will take effect from **1 May 2024**
- * Data sheets and safety information can be obtained from our website www.awlgrip.com

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 agent 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 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 (respectively 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 Buyer 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 failed 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:
- (a) the incompatibility of any Products supplied by Seller with the products of other manufacturers or suppliers;
 - (b) inadequate or incorrect surface preparation or coating application work carried out by, or the faulty equipment or product of Buyer, or any third party;
 - (c) 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;
 - (d) 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):
- (a) 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;
 - (b) 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:

- (a) 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
 - (b) 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;
 - (c) 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
 - (d) 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:
- (a) 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
 - (b) 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
 - (c) 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

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