

TERMS AND CONDITIONS OF SALES

SAFETY INFORMATION : Safety data sheets available at <https://mapaero.com/fr/sds>. Please consult and provide this information to your employees, buyers, agents, subcontractors and any user who may have to handle these Products.

1. SCOPE : As used herein, "MAPAERO" means the legal entity MAPAERO SAS (387 465 750 RCS FOIX); "Buyer" means the purchaser of Products from MAPAERO and "Products" means any and all goods sold by MAPAERO to Buyer. Unless a detailed product sales agreement is in place between MAPAERO and Buyer covering the sale of the Products, all Products sold or otherwise provided by MAPAERO are sold or provided exclusively on the basis of these Terms and Conditions of Sale. Taking possession of our goods implies formal acceptance of our Terms and Conditions of Sale. No differing or supplemental terms or conditions shall be applicable unless expressly agreed to by MAPAERO in writing. These provisions are supplemented by the Additional Conditions of Sale.

2. OFFER / ACCEPTANCE : A quotation from MAPAERO does not constitute an offer but an invitation to Buyer to make an offer. In all cases Buyer's offer shall be deemed based on these Terms and Conditions of Sale. An agreement comes into effect only when MAPAERO accepts Buyer's offer.

3. ORDERS : Orders must be made on the basis of the prices in force on the day that the Order is placed. They must be sent by email, fax, E.D.I. or via the Webstore. Orders are only deemed firm and binding after acceptance by MAPAERO, which may result in the shipment of Products. Every Order must specify, under penalty of nullity, the designation of the Product, the unit EAN code, the quantities, the date and the place of delivery. Orders that contain anomalies or modifications compared to the initial Order may be subject to delayed delivery, or the Order may be split or rejected, in whole or in part. These consequences shall not be subject to penalties or compensation. To offer an optimum level of service, MAPAERO will inform the Buyer of any substantial changes to or discontinuation of Products 4 weeks before the effective date. No penalties or compensation shall be applicable if an Order for such Products is not delivered. Rejected Orders and EDI malfunctions shall not be included for the purposes of calculating the level of service, where applicable.

Promotional Product Orders : If the Buyer intends to propose a promotional offer for a Product to its customers, it must inform MAPAERO and confirm to it in writing the Product to be reserved at least 12 weeks before the required delivery date. Pre-orders or estimates must be submitted in writing at least 8 weeks before the delivery date. MAPAERO will then confirm in writing to Buyer the possibility of delivering the required quantity within the timeframe requested or, failing this, the delivery times available. The Buyer must then confirm or modify its Order in writing at least 2 weeks before the requested delivery date, at which point this order shall become binding on it. By default, the conditions confirmed by MAPAERO shall apply.

Order Cancellation : MAPAERO reserves the right to cancel an Order, in whole or in part, without compensation, in case of force majeure or an event that is likely to stop or reduce the manufacture or transport of Products, or prevent execution under normal market conditions, as well as if there is a change in the Buyer's situation that jeopardizes the receivables. Any request by the Buyer to cancel an Order must be made in writing and accepted in writing by MAPAERO. If agreed, MAPAERO shall bill the costs already incurred and impose an obligatorily penalty to be paid by the Buyer as compensation at a flat rate of 20% of the amount of the Order. It will not be possible to cancel an Order of Products specifically manufactured and/or packaged for the Buyer.

4.3. DELIVERY / TRANSFER OF RISK: Delivery terms shall be interpreted in accordance with the latest INCOTERMS valid at the date the order is accepted. Unless otherwise agreed to by MAPAERO in writing, the delivery term is EXW and risk of loss in the Products will transfer to Buyer upon tender of the Products to Buyer or the carrier at MAPAERO's shipping facility even when they are sold with carriage paid. Except in the case of collection arranged by the Buyer, MAPAERO reserves the right to choose the most suitable mode of transport for the different destinations.

In the event of delayed, missing or damaged items, the Buyer should carry out the usual reservations (in particular reservations on the carrier's receipt specifying the damaged or missing items or other claims) and exercise its recourse against the carrier within the legal forms and timeframes (in particular confirmation by registered letter with recorded delivery within 3 days to the carrier, specifying the references on the order and delivery slip). The Buyer must also notify any claim related thereto by registered letter with recorded delivery to MAPAERO within 8 days of delivery. Otherwise, no claim will be taken into account. It is therefore essential for the recipient to comply with this procedure.

In the event of a damage observed upon receipt of the Products : If the Buyer finds visible damage (damaged packaging, product leakage, forklift impact, etc.), it must immediately report it to the driver, and note the exact nature of the damaged products on their delivery slip (e.g. : 2 x 5kg pots of FR2-55 Base, reference XXX, lot no. XXX). Comments such as "packaging/pallet" damaged are not allowed; the details must be as precise as possible. And photos do not constitute sufficient proof, only the delivery slip is deemed authoritative. Once the reservations have been submitted, the Buyer must get in touch with its contact person at MAPAERO, who will do everything in their power to deliver a compliant Product as soon as possible.

In the event of hidden defects : Upon receipt of the Products, if the damage cannot be reasonably ascertained until the packaging is opened, this is referred to as a "hidden defect". In this case, the Buyer must :
- send a Registered Letter with Recorded Delivery to the carrier, within a maximum of 3 days after receipt of the goods to the following address : KUEHNE + NAGEL ROAD, 1 impasse de Valence 31150 BRUGUIERES, which must include the shipping reference (found on the delivery slip), and then send a copy (a scan by email will suffice) to its contact person at MAPAERO. The aforementioned letter must include any elements of proof allowing the damage to be linked to the carrier. A simple description of the nature of the damage is not allowed (e.g. : upon opening, dented container). The nature of the cause should be described, and the conditions under which there is no doubt that the damage occurred during delivery should be indicated. If the period of 3 working days is exceeded, or the registered letter with recorded delivery is not sent, the dispute will not be allowed.

Product Returns : Products can only be returned after receiving written agreement from the MAPAERO Quality Department. Claims must be submitted within 8 days of receipt of the Products. Any non-compliant return will remain at the disposal of Buyer and will be stored at its expense.

Delivery times : Unless otherwise agreed in writing, delivery times are provided for information purposes only and failure to comply with them shall not give rise to any deduction, compensation or cancellation of the Order. Delivery times cannot be less than 5 working days from receipt of the Order (which must be placed before 10 am) by MAPAERO. Upon receipt of a Product, the Buyer must return the signed shipping document to the driver, which must include its company stamp and mention the date and time of reception.

5. QUANTITY VARIATIONS : Buyer will pay for the quantity delivered and may not reject any delivery of Product on the grounds of variation of quantity where such variation is not more than 10% of the quantity ordered.

6. PRICE AND PAYMENT : Unless otherwise agreed by the Parties, the price for the Products will be the price quoted by MAPAERO. All prices quoted by MAPAERO are exclusive of value added tax and any other tax or paralegal tax that may apply to the Products in (metropolitan) France. They are increased by the VAT rate and transport costs applicable on the day of the Order, if necessary. MAPAERO reserves the right to modify its prices at any time. If it does so, it will send the new prices to the Buyer no later than 8 weeks before their effective date of application. The Buyer is required to settle invoices within 30 days from the end of the delivery month, in the currency and at the MAPAERO address specified on the invoice, without discount, by accepted draft, by transfer, by bank card or by check within 30 days from the end of the delivery month. Unless otherwise agreed by MAPAERO, payment must be made by cash on collection for Buyers who do not have an open account (Account opening form) and for the first Order. The settlement by MAPAERO of price reductions and rebates is subject to the Buyer's compliance with all of its commitments, as well as the due date of all invoices preceding the date of payment for these price reductions and rebates. Notwithstanding the provisions of the Commercial Code, any claim concerning an invoice must be subject to a written and reasoned request, which must be submitted within a maximum of 30 days from the invoice date. The Buyer shall not withhold any sum owed to MAPAERO for any reason whatsoever. Any failure to pay on due date will automatically and without formalities incur late penalties at the annual rate of 15 percent without this being less than 3 times the legal interest rate in force on the day of payment. The Buyer is also liable for a lump-sum payment of €40 for collection costs and any additional compensation for collection costs which may be due (upon justification). Any failure to pay after a formal notice is sent to the Buyer by registered letter with recorded delivery and no response is received after 5 working days shall make it necessary for the immediate and automatic payment of the Products and all other debts, even if they are not yet due. Moreover, if payment is not received by the agreed term, MAPAERO reserves the right to cancel any Orders in progress or may require payment of the amounts due before delivery.

7. RETENTION OF TITLE : MAPAERO SHALL RETAIN FULL OWNERSHIP OF THE PRODUCTS SOLD UNTIL FULL PAYMENT OF THE PRICE AND RELATED CHARGES IS RECEIVED. HOWEVER, UNTIL THEIR SETTLEMENT, THE PRODUCTS SHALL BE IN THE CUSTODY OF THE BUYER, WHO SHALL BE RESPONSIBLE FOR THE RISKS INVOLVED, EVEN FOR FORCE MAJEURE. CHECKS, LETTERS OF EXCHANGE AND TRANSFER OF DEBTS ARE ONLY CONSIDERED AS MEANS OF PAYMENT FROM THE DATE OF THEIR FINAL CLEARANCE. THE BUYER MUST IMMEDIATELY INFORM MAPAERO OF ANY MEASURES THAT MAY AFFECT THIS RETENTION OF TITLE. PRODUCTS IN THE POSSESSION OF THE BUYER ARE PRESUMED AT ANY TIME TO BE THOSE STILL UNPAID. MAPAERO MAY RECOVER THEM AS PAYMENT AND COMPENSATION FOR UNPAID INVOICES. THE BUYER AUTHORIZES MAPAERO, IF NECESSARY, TO CONDUCT AN INVENTORY OF PRODUCTS IN ITS STOCKS. THE BUYER MUST TAKE ALL NECESSARY MEASURES TO ENSURE THE RECEPTION, MAINTENANCE AND PERFECT PRESERVATION OF THE PRODUCTS. IT UNDERTAKES TO SAFEGUARD THE PRODUCTS SOLD FOR THE ACCOUNT TO WHICH IT BELONGS, AGAINST ALL RISKS THEY MAY BE SUBJECT TO OR THAT MAY OCCUR ONCE THEY LEAVE THE MAPAERO PREMISES.

8. WARRANTY / BUYER'S RIGHTS : MAPAERO warrants to Buyer that at the time of transfer of risk of loss the Products conform to MAPAERO's standard Product specifications or such other specifications as MAPAERO and Buyer have expressly agreed to in writing (the "Specifications"). THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY MAPAERO. MAPAERO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THE APPLICATION OR USE THEREOF, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. In the event Products do not comply with the foregoing warranty, MAPAERO will, at its option, repair or replace such Products or refund the Price of the Products and, having done so, will have no further liability. Buyer must notify MAPAERO of any claim Products do not comply with the foregoing warranty within seven (7) days after Buyer becomes aware of such claim but in no event later than thirty (30) days after delivery of the Product to Buyer. Buyer's failure to notify MAPAERO of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. MAPAERO makes no warranty of any kind with respect to any services provided to Buyer and shall have no liability with respect to such services.

9. LIMITATION OF LIABILITY : MAPAERO will not be liable for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by MAPAERO or industry standards. MAPAERO WILL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. MAPAERO'S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE SUPPLY OF PRODUCTS WILL IN NO WAY EXCEED THE PRICE OF THE PRODUCTS PURCHASED, OR €200,000, WHICHEVER IS LOWER. Nothing in this section will limit or exclude MAPAERO's liability for any matter in respect of which it is unlawful for MAPAERO to exclude or restrict its liability.

10. FORCE MAJEURE : MAPAERO will not be liable in any respect for failure to perform its obligations if hindered or prevented, directly or indirectly by war (declared or undeclared), national emergency, inadequate transportation facilities, machinery or equipment failure, MAPAERO's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to MAPAERO, fire, flood, windstorm or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of MAPAERO (each a "Force Majeure"). MAPAERO shall have no obligation to procure any Products from other sources and may allocate its available supply of Products among the members of the AkzoNobel Group (including itself) and their customers, buyers, distributors and resellers on whatever basis MAPAERO may deem fair and practical. In the event that the duration of a Force Majeure exceeds six (6) months or is reasonably expected to exceed 6 months, MAPAERO is entitled to withdraw from any obligation it may have to supply the Products to Buyer without the Buyer having any right to compensation.

11. EXPORT CONTROL : Buyer will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any Product or any information or technology related to the Product except in accordance with applicable export control laws and regulations, including without limitation the laws of the country where Buyer is resident. Buyer acknowledges that he will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause MAPAERO to be in violation of the above laws.

12. TERMINATION : An agreement with Buyer to deliver Products on the basis of these Terms and Conditions will not oblige MAPAERO for the future to take further orders. MAPAERO will at all times be entitled to end the relationship. Such termination will never entitle Buyer to compensation.

13. TERMINATION CLAUSE : Failure to comply with even one of the above provisions authorizes MAPAERO to automatically terminate the sale by simple notice made by registered letter, to take back the Products in stock and to refuse to deliver any other Product.

14. PENALTY CLAUSE : This penalty clause shall apply for failure to partially or fully settle an outstanding amount by its due date, and once formal notice has been issued and no response is received after 5 working days, the amount due will be increased by 15% with a minimum of €100 even if an additional period of time has been granted.

15. LAW AND DISPUTE RESOLUTION : THESE TERMS AND CONDITIONS AND ALL DISPUTES BETWEEN MAPAERO AND BUYER ARE GOVERNED BY THE LAWS OF FRANCE excluding the United Nations Convention of Contracts for the International Sale of Goods. Any dispute between MAPAERO and Buyer that the parties are unable to resolve by agreement will be resolved exclusively in the courts of Pamiers.

SUPPLEMENTAL TERMS & CONDITIONS TO GENERAL SALES & CONDITIONS

Formulaire F01.1-3 Edition C du 02/2020

- 1. Minimum Invoicing**: 150€ for any delivery
- 2. Currency**: all our products are invoiced in EUR, unless specifically agreed
- 3. Price per liter / kg**: from time to time, price per Liter (or kg) can be given as information only. In any case, the only selling unit is the packing unit.
- 4. Minimum order quantity (MoQ)**: every product has a specific MoQ corresponding to the minimum quantity for each delivery. For colors, the customer has the choice between:
a. Either a MoQ of 5 Liters (or 5kg) per delivered color
b. Or a surcharge of 60€ per delivered color
- 5. Delivery terms**: our products are delivered free of tax, ex-works Factory Incoterm 2010
For deliveries in Metropolitan France for more than 100 liters, transportation will be covered by MAPAERO with its own forwarder.
- 6. Method of transport / packing / Storage**:
a. Our prices include necessary packaging for road transportation & Sea freight under normal temperature conditions (> 5°C as per TDS requirement)
b. Waterborne paints (such as FR1/55, FR2/55, FR4/45, FR6/55) could be altered if exposed to freezing conditions. The use of thermal covers (35€ /pc) for big quantities and prevent from road transportation will reduce risks during freezing periods. Also, we remind you to store these products as per TDS requirement at a temperature > 5°C
c. For Air transport, IATA packing and additional approved boxes for DGR goods will be charged extra (please contact us for specific pricing). Remark: our Water based cabin products are not considered as DGR goods (not subject to IATA pack)
- 7. Damages during transportation / claims**: goods should be checked before departure of the carrier from the customer's site
a. If visible damage is found on the packing, it should be notified immediately on the delivery note and a recorded letter should be sent to the carrier not later than 3 calendar days after delivery
b. If goods are damaged inside the packing with no visible evidence outside, a recorded letter should be sent to the carrier not later than 7 calendar days after delivery
If no record has been done by customer within these timeframes, MAPAERO reserves the right to indemnify customer
- 8. Order acknowledgement**: any official signed purchase order received by fax or e-mail will be acknowledged within 2 working days. The customer is highly advised to verify price, lead time and other conditions mentioned on this document. Order modifications or cancellation received after order acknowledgement will be subject to MAPAERO acceptance and may be charged (see §9 for details)
- 9. Order modification / Changes in the method of transport / Order cancellation**
Any order modification / cancellation received after order acknowledgement will be subject to under conditions:
a. Change in the method of transport (Road to Air, Standard to Express, Cargo freight to passenger freight...) or request for Partial shipment will be possible at no cost until 2 working days before agreed delivery date, only if the order has been sent by the customer 11open days before the delivery date, Any change request received later will be submitted to a 250 € repacking fee and subject to 2 additional working days delay minimum,
b. Change in the ordered quantity will be subject to MAPAERO approval. Many products being manufactured on order, any order modification received after production start will be considered either as a: i) new order (request for quantity increase), or ii) order cancellation (request for quantity decrease). Your sales assistant will be able to inform you on the exact status of your order, this rule may not apply to stock items when requested more than 2 working days prior to agreed delivery date.
c. Order cancellation will be subject to a cancellation fee equal to 15% of the canceled value.
- 10. Documentation**: our products are delivered with:
a. Delivery note used also as a certificate of conformity
b. Invoice (for deliveries outside EUROPE)
c. Test report (if requested)
d. Technical data sheet (if requested)
e. Material safety data sheet (MSDS) (if requested)
Other documents could be added after discussion only if clearly stated in the Purchase order.
- 11. AOG Service / Charge**: AOG tagged orders will be dispatched within 3 working days (based on standard orders, excepted special effects tints, products with special controls...) and after a written agreement given by Mapaero. A 15% AOG charge will be applied to the value of products ordered with a minimum of 150 € per AOG order. Order modifications / cancellations are not possible for AOG orders.
- 12. Standard Lead time**: unless specifically mentioned in our quotation, our standard lead time will be 5 working days upon receipt of your order (which means a total of 6 working days between the date of order and the date of delivery ex-works factory). In case of doubt, please double check with our sales department. For Cash in advance or Cash on delivery orders, count will start upon receipt of the payment.
- 13. Breakdown price per quantity**: for some products, MAPAERO can grant a breakdown price per delivered quantity. This breakdown will be granted based on the delivered quantity per article
- 14. Remaining Shelf life**: unless specifically agreed, MAPAERO will deliver products with a minimum of 50% remaining shelf life at the date of delivery.
- 15. Shelf life extension**: not allowed
- 16. IATA Packing charge**: Dangerous products which are delivered by Air will require a specific approved packaging. This packaging will be invoiced following the rules defined under:
• Qty < 5 UoM : € 10 per UoM
• 5 UoM ≤ Qty < 20 UoM : € 7 per UoM
• 20 UoM ≤ Qty < 100 UoM : € 4 per UoM
• Qty ≥ 100 UoM : price on demand
UoM = Unit of measure = Liter or kilogram, depending on the UoM we use to sell the product
Minimum IATA charge : 20€
- 17. Other conditions**: all other applicable conditions are mentioned in our general sales conditions MAPAERO SAS available on demand