1. DEFINITIONS
(a) “The Contract” means the agreement between the Seller and the Buyer as regards the Products
name overleaf, including these General Conditions.
(b) “The Buyer” means the company specified overleaf as the buyer.
(c) “The Employer” means the company named overleaf as the employer.
(d) “The Buyer’s representative” means any person named overleaf as the Buyer’s representative.
(e) “The Vessel[s]” means the vessel[s] named overleaf.
(f) “The Products” means paints, coatings and related products and services as well as their packaging
that form the subject-matter of the Contract.
(g) “The Seller” means Hempel A/S (“Hempel” or alternatively the company named overleaf as the seller.
(h) “The Seller’s permitted actions” means anything allowed under the Contract.

2. SCOPE
(a) These General Conditions set out the standard terms on which the Seller supplies the Products to the Buyer
and they apply to all quotations and sales unless otherwise agreed in writing.
(b) The Seller shall not be bound by conflicting purchasing conditions or reservations made by the Buyer
unless otherwise agreed in writing.
(c) The Seller’s obligations under the Contract are limited to the Seller’s permitted actions.
(d) The Seller may assign or subcontract any of its obligations under the Contract.
(e) The Seller’s obligations under the Contract are limited to the Seller’s permitted actions.
(f) The Seller’s liability for the Products passes from the Seller to the Buyer at the earlier of the following
two events:
(i) when the Products are delivered to the Buyer, the Buyer’s agent, or a person that the Buyer has
authorised to accept delivery of the Products;
(ii) the agreed date of delivery, if the Buyer fails to take delivery as required under the Contract.
(g) The Seller remains the owner of the Products until he receives full payment for all Products whether or not
the Products have been delivered to the Buyer. If the Buyer resells the Products to a third-party before
the Seller receives full payment, the proceeds of the sale shall first apply to pay all amounts due to the
Seller. In the event that the Sale Price is not the full purchase price of the Products, all collections of
proceedings are commenced against the Buyer, or the Seller’s representative is entitled to recover or
cancel the Products and to enter the Buyer’s premises for that purpose and such steps shall not
affect the Seller’s other rights.
(h) All sales are final. The Buyer is not entitled to credit for returned Products whether or not he has
made a claim or complaint for a claim made under this clause. In any case the Buyer is obliged to return
such Products promptly and in good condition, carriage-paid.

8. THE SELLER’S WARRANTY AND LIMITATIONS OF LIABILITY
(a) The Seller’s liabilities for the Products are of sound material and workmanship and conform to the
published product information that applies at the date of purchase. This Clause 8 provides the only
warranty for the Products, and it replaces and supersedes all other warranties for the Products,
including, but not limited to, any implied warranties of merchantability or fitness for any purpose.
(b) The Seller’s warranty does not include defects or damage that occur in areas that are not reasonably
accessible through ordinary means of repair because of their shape or location. Nor does the Seller’s
warranty include damage which is caused by mechanical damage, welding or other heating, bacterial
attack, pollution, electrochemical reactions, damage during repair, deterioration beneath applied
coatings or friction, except for ordinary wear and tear. The Seller is only liable under this warranty if
the Buyer has:
(i) prepared all surfaces before coating and maintained them after coating,
(ii) transported, stored, handled and used the Products in accordance with all information given to
the Buyer by the Seller and any international customs of the trade,
(iii) made all written claim documents and claim defects or omissions in writing to the Seller within
10 days of the date when the Buyer first became aware or could reasonably have become aware of
the defect or damage,
(iv) allowed the Seller reasonable time to inspect the Products and the area of their application,
(v) complied with his obligations under the Contract, including making timely payment of the
purchase price, and
(vi) stopped using the Products as soon as he detected or could have detected the defect.
(c) In the event of a breach of warranty under this Clause 8 in respect of any Products that are not
replaced or repaired, the Buyer is entitled to have the Products replaced or the Products or the purchase
price that the Buyer has paid for the Products, less all deductions for any depreciation in value of the
Products which the Buyer, in good faith and on the basis of all relevant evidence, is entitled to recover
from any Seller who is in breach of its obligations under this clause.
(d) The Seller’s liability for the Products is limited to the invoiced price for the Products. The Buyer is not
entitled to losses, including loss of profit or earnings, loss of time or loss of use of the Vessel(s),
machinery or equipment.

6. DELIVERY AND FORCE MAJEURE
(a) The Products are delivered “Ex Works” (Incoterms 2000) at the place named overleaf.
(b) The Buyer shall pay costs incurred by the Seller as a result of the Buyer’s failure to take delivery either:
(i) on the date stated in the Invoice or the Seller’s confirmation, or
(ii) when the Products are ready, if the Seller has notified the Buyer in writing of their readiness, and
the Buyer has not taken delivery within seven days thereof, but never later than the date stated in
the Invoice.
(c) If the Seller agrees to deliver the Products on a specific date and fails to do so, the Buyer shall be entitled
to cancel the contract (if any part thereof), unless delivery has not been delivered. The Buyer accepts
such right to cancel as his only remedy and expressly waives any other rights.
(d) If it is agreed between the parties that the Products shall be transported at the Seller’s risk, the Seller
must thoroughly inspect such Products upon delivery. The Buyer shall notify the Seller within 48 hours
from delivery of any damage, loss or shortage of the Products. If the Buyer does not receive the
Products within the time stated on the Contract or any other agreement with the Seller. The Seller is
not obliged to return deliveries unless the Buyer has paid all overdue amounts, including all expenses and
arreased interest.
(e) If the Buyer’s exclusive responsibility to obtain all licences, exchange control and other consents
needed for the export and import and use of the Products. The Buyer shall not be discharged from
his obligations under these General Conditions if he fails to obtain a licence or other consents.

7. PASSING OF RISK AND TITLE AND RETURNS
(a) The Seller’s liability for the Products passes from the Seller to the Buyer at the earlier of the following
two events:
(i) when the Products are delivered to the Buyer, the Buyer’s agent, or a person that the Buyer has
authorised to accept delivery of the Products;
(ii) the agreed date of delivery, if the Buyer fails to take delivery as required under the Contract.
(b) The Seller remains the owner of the Products until he receives full payment for all Products whether or not
the Products have been delivered to the Buyer. In the event that the Sale Price is not the full purchase price of
the Products, all collections of proceedings are commenced against the Buyer, or the Seller’s representative is entitled to recover or
cancel the Products and to enter the Buyer’s premises for that purpose and such steps shall not
affect the Seller’s other rights.
(c) All sales are final. The Buyer is not entitled to credit for returned Products whether or not he has
made a claim or complaint for a claim made under this clause. In any case the Buyer is obliged to return
such Products promptly and in good condition, carriage-paid.