



Where legislation does not explicitly restrict or limit the use of lead containing coatings it is the responsibility of the client to inform International Paint in writing of their specific requirements

Technical Specification

Parks Canada R/V David Thompson

R/V David Thompson

Government of Canada (Transport Canada)

Toronto, Canada

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CANH1-3JFX-XWVM/1

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Technical Specification
Estimate areas accordingly
Thinners not included in the estimate





Main Schemes		
Area	Description	Area (ft²)
1. Underwater Hull - Repair	An Intershield 300 abrasion resistant epoxy underwater anticorrosive scheme using Intergard 263 tie coat with an high performance TBT free polishing scheme Interspeed 640	100
2. Topside Hull - Repair	An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat.	1,800
3. Inside of Bulwarks	An Intershield 300 High Solids, abrasion resistant, aluminum pure epoxy primer with Interlac 665 topcoat	100
4. Rail and Deck fittings	An Intershield 300 High Solids, abrasion resistant, aluminum pure epoxy primer with Interlac 665 topcoat	100
5. Weather Deck - Renew	An Intershield 300 abrasion resistant epoxy scheme topcoated with Interthane 990 Polyurethane. ALuminum oxide # 16 non-skid compound to be seeded or sprinkled (270 grams per m2 or 1 lb per 18 sq.ft) over the third coat of Intershield 300HS while wet. Sweep off excess when dry.	100
6. Freshwater Tanks	An Interline 975P, two component, solvent free, heavy duty epoxy lining that provides corrosion protection for the internals of potable water tanks and liquid mud tanks.	0
7. Grey Water Tank	Interline 624 a light colored, ultra high solids, tar free, two pack epoxy coating	100
8. ForePeak Tank	An Interbond 998 high solids surface tolerant tank lining	551.11
9. Superstructure Deck - Renew	An Intershield 300 abrasion resistant epoxy scheme topcoated with Interthane 990 Polyurethane. ALuminum oxide # 16 non-skid compound to be seeded or sprinkled (270 grams per m2 or 1 lb per 18 sq.ft) over the third coat of Intershield 300HS while wet. Sweep off excess when dry.	100
10. Superstructure - Renew	An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat. Topcoat to be RAL6028 Pine Green	100
11. Superstructure Mast - Renew	An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat.	100
12. Steering Gear Renew	An Interbond 998 high solids, surface tolerant system	430.55
Thinners		



1. Underwater Hull - Repair [100 ft²]

An Intershield 300 abrasion resistant epoxy underwater anticorrosive scheme using Intergard 263 tie coat with an high performance TBT free polishing scheme Interspeed 640

Surface Preparations

Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Full blast to ISO 8501-1 Sa2½ or SSPC-SP10.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above. Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	25% TU	30	10	6	114.09	GTA220	0.20
Intershield 300	ENA301/ENA303	Aluminium	27% TU	30	10	6	114.09	GTA220	0.20
Intergard 263	FAJ034/FAA262	Light Grey	30% TU	30	5.3	3	216.77	GTA220	0.10
Interspeed 640	BRA640	Red	32% TU	30	6.5	4	176.84	GTA007	0.20
Interspeed 640	BRA642	Black	FC	30	6.5	4	176.84	GTA007	0.60
					38.3	23			1.30

Scheme notes

A sharp angular surface profile of 50-75 microns is required







2. Topside Hull - Repair [1,800 ft²]

An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat.

Surface Preparations

Close high pressure fresh water wash (3,000 psi/211 Kg cm²) using a fan jet lance holding the tip 150mm from and perpendicular to the surface overlapping each pass 30% removing all dirt, dust, salt and other surface contamination

Part/Spot blast to ISO 8501-1 Sa1 or SSPC-SP7.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	5% TU	30	10	6	114.09	GTA220	0.80
Intergard 263	FAJ034/FAA262	Light Grey	5% TU	30	5.3	3	216.77	GTA220	0.40
Interlac 665	CLA100	Base Ultra Deep	5% TU	30	6.3	3	182.54	GTA004	0.50
Interlac 665	CLA100	Base Ultra Deep	FC	30	6.3	3	182.54	GTA004	9.90
					27.9	15			11.60

Scheme notes

Topcoat to be RAL6028 Pine Green





3. Inside of Bulwarks [100 ft²]

An Intershield 300 High Solids, abrasion resistant, aluminum pure epoxy primer with Interlac 665 topcoat

Surface Preparations

Close high pressure fresh water wash (3,000 psi/211 Kg cm²) using a fan jet lance holding the tip 150mm from and perpendicular to the surface overlapping each pass 30% removing all dirt, dust, salt and other surface contamination

Part/Spot blast damaged/corroded areas to ISO8501-1 Sa2 or SSPC-SP6. Sweep blast the remaining area.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	5% TU	30	10	6	114.09	GTA220	0.10
Intergard 263	FAJ034/FAA262	Light Grey	5% TU	30	5.3	3	216.77	GTA220	0.00
Interlac 665	CLZ625	RAL7042 Traffic Grey	5% TU	30	6.3	3	182.54	GTA004	0.00
Interlac 665	CLZ625	RAL7042 Traffic Grey	FC	30	6.3	3	182.54	GTA004	0.60
					27.9	15			0.70

Scheme notes

Colour RAL7042 Traffic Grey

Forward 3 Frames to be considered as part of Rail/Deck fittings and be painted black for visibility/reflectivity purposes.







4. Rail and Deck fittings [100 ft²]

An Intershield 300 High Solids, abrasion resistant, aluminum pure epoxy primer with Interlac 665 topcoat

Surface Preparations

Close high pressure fresh water wash (3,000 psi/211 Kg cm²) using a fan jet lance holding the tip 150mm from and perpendicular to the surface overlapping each pass 30% removing all dirt, dust, salt and other surface contamination

Part/Spot blast damaged/corroded areas to ISO8501-1 Sa2 or SSPC-SP6. Sweep blast the remaining area.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	5% TU	30	10	6	114.09	GTA220	0.10
Interthane 990	PHY999/PHA046	Black	5% TU	30	5.3	3	216.77	GTA056, GTA713, GTA733	0.00
Interthane 990	PHY999/PHA046	Black	FC	30	5.3	3	216.77	GTA056, GTA713, GTA733	0.40
					20.6	12			0.50



5. Weather Deck - Renew [100 ft²]

An Intershield 300 abrasion resistant epoxy scheme topcoated with Interthane 990 Polyurethane.

ALuminum oxide # 16 non-skid compound to be seeded or sprinkled (270 grams per m2 or 1 lb per 18 sq.ft) over the third coat of Intershield 300HS while wet. Sweep off excess when dry.

Surface Preparations

Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Full blast to ISO 8501-1 Sa2½ or SSPC-SP10.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above. Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	FC	30	10	6	114.09	GTA220	0.90
Intershield 300	ENA301/ENA303	Aluminium	15% SC	30	0	0	228.18	GTA220	0.10
Intershield 300	ENA301/ENA303	Aluminium	FC	30	10	6	114.09	GTA220	0.90
Interthane 990	PHZ625/PHA046	RAL7042 Traffic Grey	FC	30	5.3	3	216.77	GTA056, GTA713, GTA733	0.40
					25.3	15			2.30

Scheme notes

Colour RAL7042 Traffic Grey

A sharp, angular surface profile of 50-75 microns is required.



6. Freshwater Tanks [0 ft²]

An Interline 975P, two component, solvent free, heavy duty epoxy lining that provides corrosion protection for the internals of potable water tanks and liquid mud tanks.

Surface Preparations

Consult your Local Representative.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Interline 975P	THA960/THA962	White	10% TU	30	8	8	142.61		0.00
Interline 975P	_		12% TU	30	8	8	142.61		0.00
					16	16			0.00

Scheme notes

A sharp, angular surface profile of 50-75 microns is required.



7. Grey Water Tank [100 ft²]

Interline 624 a light colored, ultra high solids, tar free, two pack epoxy coating

Surface Preparations

Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast damaged/corroded areas to ISO 8501-1 Sa2½ or SSPC SP10.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Interline 624	THA625/THA627	Grey	10% TU	30	4.2	4	270.96		0.00
Interline 624	THA623/THA627	White	10% SC	30	0	0	361.42		0.00
Interline 624	THA623/THA627	White	12% TU	30	10.5	10	108.38		0.10
					14.7	14			0.10

Scheme notes

Colour RAL7042 Traffic Grey

A sharp, angular surface profile of 50-75 microns is required.







8. ForePeak Tank [551.11 ft²]

An Interbond 998 high solids surface tolerant tank lining

Surface Preparations

Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Blast damaged/corroded areas to ISO 8501-1 Sa2½ or SSPC SP10.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Apply the material before visible oxidation occurs. If oxidation does occur, the entire oxidised surface should be re-blasted to the standard specified above.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Interbond 998	KRA922/KRA923	Haze Grey	10% TU	30	6.7	6	171.13		0.30
Interbond 998	KRA920/KRA923	Off-White	15% SC	30	0	0	342.26		0.20
Interbond 998	KRA920/KRA923	Off-White	12% TU	30	6.7	6	171.13		0.40
					13.4	12			0.90

Scheme notes

A sharp, angular surface profile of 50-75 microns is required.





9. Superstructure Deck - Renew [100 ft²]

An Intershield 300 abrasion resistant epoxy scheme topcoated with Interthane 990 Polyurethane.

ALuminum oxide # 16 non-skid compound to be seeded or sprinkled (270 grams per m2 or 1 lb per 18 sq.ft) over the third coat of Intershield 300HS while wet. Sweep off excess when dry.

Surface Preparations

Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application.

Light abrasive sweep blast using a non-metallic medium (e.g. Garnet or Ilmenite) to create a uniform dull surface of low profile (25-40 microns) as directed. Special care must be taken to ensure there is no distortion of the metal. For detailed information contact the relevant authority and International Paint.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	FC	30	10	6	114.09	GTA220	0.90
Intershield 300	ENA301/ENA303	Aluminium	15% SC	30	0	0	228.18	GTA220	0.10
Interthane 990	PHZ625/PHA046	RAL7042 Traffic Grey	FC	30	5.3	3	216.77	GTA056, GTA713, GTA733	0.40
					15.3	9			1.40

Scheme notes

Colour RAL7042 Traffic Grey

A sharp, angular surface profile of 50-75 microns is required.



10. Superstructure - Renew [100 ft²]

An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat. Topcoat to be RAL6028 Pine Green

Surface Preparations

Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application.

Light abrasive sweep blast using a non-metallic medium (e.g. Garnet or Ilmenite) to create a uniform dull surface of low profile (25-40 microns) as directed. Special care must be taken to ensure there is no distortion of the metal. For detailed information contact the relevant authority and International Paint. Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	FC	30	10	6	114.09	GTA220	0.90
Intergard 263	FAJ034/FAA262	Light Grey	FC	30	5.3	3	216.77	GTA220	0.40
Interlac 665	CLA100	Base Ultra Deep	FC	30	6.3	3	182.54	GTA004	0.60
Interlac 665	CLA100	Base Ultra Deep	FC	30	6.3	3	182.54	GTA004	0.60
					27.9	15			2.50

Scheme notes

Topcoat to be RAL6028 Pine Green (CLQ516)

Forward of Wheelhouse section top to be painted black with NON-skid for visibility/reflectivity purposes (approx. 6 sqM.)





11. Superstructure Mast - Renew [100 ft²]

An Intershield 300HS abrasion resistant epoxy scheme with Intergard 263 tie coat and using Interlac 665 topcoat.

Surface Preparations

Where necessary remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application.

Light abrasive sweep blast using a non-metallic medium (e.g., Garnet or Ilmenite) to create a uniform dull surface of low profile (25-40 microns) as directed. Special care must be taken to ensure there is no distortion of the metal. For detailed information contact the relevant authority and International Paint. Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Intershield 300	ENA300/ENA303	Bronze	FC	30	10	6	114.09	GTA220	0.90
Intergard 263	FAJ034/FAA262	Light Grey	FC	30	5.3	3	216.77	GTA220	0.40
Interlac 665	CLA100	Base Ultra Deep	FC	30	6.3	3	182.54	GTA004	0.60
Interlac 665	CLA100	Base Ultra Deep	FC	30	6.3	3	182.54	GTA004	0.60
					27.9	15			2.50

Scheme notes

Topcoat to be RAL 070 7040 Coast Guard/Buff







12. Steering Gear Renew [430.55 ft²]

An Interbond 998 high solids, surface tolerant system

Surface Preparations

Fresh water wash to remove all dirt and contamination, as necessary. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Power tooling to SSPC SP11. Power tool cleaning to remove tightly adhering material which is visibly free from all rust, mill scale and old coatings, and has a surface profile.

Feather or chip back surrounding area to a sound edge. Overlap onto existing sound coatings by 2-3 cms.

Abrade intact surfaces to produce a mechanical key.

Ensure the area is clean and dry prior to application.

Product	Sales Code	Colour	Coats	% Loss factor	WFT (mil)	DFT (mil)	PSR (ft²/G)	Thinner	Volume (G)
Interbond 998	KRA922/KRA923	Haze Grey	FC	30	6.7	6	171.13		2.50
Interbond 998	KRA920/KRA923	Off-White	15% SC	30	0	0	342.26		0.20
Interbond 998	KRA920/KRA923	Off-White	FC	30	6.7	6	171.13		2.50
					13.4	12			5.20

Scheme notes

Interbond 998 Off White







Thinners						
Product	Colour	Sales Code	Volume (G)			
International		GTA007	10.00			
International		GTA056	10.00			
International		GTA220	15.00			
Total			35.00			







Product List						
Product	Colour	Sales Code	VOC (lb/G)	Volume Solids (%)	Volume (G)	
Interbond 998	Off-White	KRA920/KRA923	0.8	90	3.30	
Interbond 998	Haze Grey	KRA922/KRA923	0.8	90	2.80	
Intergard 263	Light Grey	FAJ034/FAA262	3.7	57	1.30	
Interlac 665	Base Ultra Deep	CLA100	3.5	48	12.80	
Interlac 665	RAL7042 Traffic Grey	CLZ625	3.5	48	0.60	
Interline 624	White	THA623/THA627	0.8	95	0.10	
Interline 624	Grey	THA625/THA627	0.8	95	0.00	
Interline 975P	White	THA960/THA962	0	100	0.00	
Interline 975P		_	0	100	0.00	
Intershield 300	Bronze	ENA300/ENA303	3.2	60	7.00	
Intershield 300	Aluminium	ENA301/ENA303	3.2	60	3.50	
Interspeed 640	Red	BRA640	3.2	62	0.20	
Interspeed 640	Black	BRA642	3.2	62	0.60	
Interthane 990	Black	PHY999/PHA046	3.5	57	5.00	
Interthane 990	RAL7042 Traffic Grey	PHZ625/PHA046	3.5	57	0.80	
Total					38.00	

Thinners							
Product	Colour	Sales Code	VOC (lb/G)	Volume Solids (%)	Volume (G)		
International		GTA007	_		10.00		
International		GTA056	_		10.00		
International		GTA220	_		15.00		
Total					35.00		







Interspec

Total volume (G):

73.00







Application Notes

Definitions:

TU: Touch Up

SC: Stripe Coat

FC: Full Coat

Sharp edges shall be treated to a rounded radius of minimum 2 mm, subjected to a three-pass grinding or treated with an equivalent process that produces an edge profile that results in a dry film thickness retention equivalent to or better than that of three pass grinding. Sharp edge means all edges except natural rounded/rolled edges of sections or profiled steel bars.

All non-zinc silicate weldable pre-construction primers require removal to SSPC-SP10

Test for soluble salts/chlorides. Maximum permissible total soluble salt levels are 5 ug/cm2 (5 micrograms per cm2) = 50 mg/m2 (50 milligrams per m2).

All new steel should be wheel abraded to SSPC-SP10 with a sharp, angular surface profile of 50-75 microns and primed with Interplate 937, steel items that cannot be wheel abraded and primed with Interplate 937 due to configuration or type are to be prepared to SSPC-SP10 with a sharp, angular surface profile of 50-75 microns and primed with the specified primer found within the Interspec, if no reference is found please consult International Paint or Owner for guidance.

New Aluminum and Galvanized items please consult International Paint or Owner for guidance.

Application by brush and roller will likely require several coats to achieve the specified DFT and achieve full coverage and hiding

Secondary surface preparation after fabrication on Steel: Remove all weld splatter, smooth weld seams and sharp edges. Fresh water wash to remove all dirt and contamination. Degrease according to SSPC-SP1 solvent cleaning. Ensure area is clean and dry prior to application. Spot abrasive blast to SSPC-SP6 or power tool clean to SSPC-SP11 the damaged/corroded areas. Feather surrounding area to a sound edge. Remove all dust and surface contamination. Ensure all surfaces are clean, dry and free of contamination prior to the application of each coat of the specified paint system. Care shall be taken when applying paint to the inside of angled members and other difficult to reach areas.





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All work involving the application and use of this product should be performed in compliance with all relevant national Health, Safety & Environment standards and regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes will be emitted which will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult International Paint for further advice.

Marine Coatings

R/V David Thompson



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- PRICE AND PAYMENT: Unless otherwise agreed by the Parties, the price for the Products will be the price quoted by AkzoNobel. All prices quoted by AkzoNobel are exclusive of value added tax and any other tax that may apply in respect of the Products. AkzoNobel will issue invoices to Buyer for all Products sold to Buyer. Buyer shall pay these invoices within thirty (30) days from the invoice date in the currency indicated on the invoice at the address of AkzoNobel indicated on the invoice. Any amounts not paid in accordance with invoiced terms shall bear interest at a rate of one and one-half percent (1.5%) per month or, if less, the highest rate permitted by applicable law. Buyer may not withhold payment of any amount due to AkzoNobel because of any set-off, counter-claim, abatement or similar deduction. Upon demand Buyer will immediately reimburse AkzoNobel for any and all costs including fees for collection agencies and attorneys incurred or expended by AkzoNobel to collect any amounts due from Buyer.
- 7. RETENTION OF TITLE: AkzoNobel retains a security interest in all Products delivered to Buyer to secure payment in full of all amounts due to AkzoNobel and Buyer shall, upon AkzoNobel's request, execute such documentation as AkzoNobel deems necessary to perfect or maintain its security interest in the Products. Title to the Products passes to Buyer (subject to AkzoNobel's security interest) at the time risk of loss passes to Buyer. Buyer may sell the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Products prior to payment in full of the purchase price.
- WARRANTY / BUYER'S RIGHTS: AkzoNobel warrants to Buyer that at the time of transfer of risk of loss the Products conform to AkzoNobel's standard Product specifications or such other specifications as AkzoNobel and Buyer have expressly agreed to in writing (the "Specifications"). THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY AKZONOBEL. AKZONOBEL 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 MERCHANTIBILITY 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, AkzoNobel 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 AkzoNobel 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 AkzoNobel of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. AkzoNobel makes no warranty of any kind with





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respect to any services provided to Buyer and shall have no liability with respect to such services. Seller's Warranty does not apply to any Products identified as obsolete, substandard, or past the recommended shelf-life, which are sold "AS IS, WHERE IS."

- 9. LIMITATION OF LIABILTY: AkzoNobel 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 AkzoNobel or industry standards, AKZONOBEL 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. AKZONOBEL'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 \$1,000,000 CAD, WHICHEVER IS LOWER. Nothing in this section will limit or exclude AkzoNobel's liability for any matter in respect of which it is unlawful for AkzoNobel to exclude or restrict its liability.
- 10. HEALTH & SAFETY OF WORKERS: Buyer expressly assumes all liability resulting from, or in any way connected with, the possession, handling and/or use by its employees, agents, or clients of the Products. Buyer hereby agrees to indemnify, defend and hold AkzoNobel and its affiliates harmless from all claims, judgments, losses or expenses and any costs (including, but not limited to court costs and attorney's fees) in any way related to Buyer's or its subcontractor's failure to comply with any of the foregoing.
- 11. FORCE MAJEURE: AkzoNobel 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, AkzoNobel's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to AkzoNobel, 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 AkzoNobel (each a "Force Majeure"). AkzoNobel 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 AkzoNobel may deem fair and practical. In the event that the duration of a Force Majeure exceeds thirty (30) days or is reasonably expected to exceed 30 days, AkzoNobel is entitled to withdraw from any obligation it may have to supply the Products to Buyer without the Buyer having any right to compensation.
- 12. 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 laws and regulations, including without limitation applicable UN, US and EU export control laws and regulations and the laws and regulations of the country where Buyer is resident. Buyer acknowledges that it 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 AkzoNobel to be in violation of the above laws.
- 13. TERMINATION: An agreement with Buyer to deliver Products on the basis of these Terms and Conditions will not oblige AkzoNobel for the future to take further orders. AkzoNobel will at all times be entitled to end the relationship. Such termination will never entitle Buyer to compensation.
- 14. MARITIME LIEN: This Contract is subject to any lien, privilege, mortgage, hypothec and/or any other charge (the "Lien") that the Seller has against the vessel in accordance with the federal and provincial legislation in Canada. Any attempt to waive, negate or nullify the Seller's Lien against the vessel or waive the vessel's ultimate liability for the costs of products supplied, including without limitation, by endorsing delivery receipts, will be of no effect or validity. Please inform the Owners (if different from you) and the vessel's Master, accordingly.
- 15. LAW AND DISPUTE RESOLUTION: These Terms and Conditions and all disputes between AkzoNobel and Buyer are governed by the laws of Province of Ontario and where applicable the federal laws of Canada, excluding the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute between AkzoNobel and Buyer that the parties are unable to resolve by agreement will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in Ontario, Canada. Each party consents and agrees to the jurisdiction and venue of such courts.
- 16. NOTICE: All notices, request, demands or other communications to or upon the Seller shall be made in writing to the following address: Akzo Nobel Coatings Ltd. c/o Legal Affaires, 1120 Finch Avenue West, Suite 200, North York, M3J 3H7 Canada.

