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MACHINERY PAINTING SPECIFICATION

SCOPE: The following painting specification covers paint requirements for machinery at Silgan Containers Mfg. Corp. For the sake of consistency, Pittsburgh Paints should be used. The European color standard for the gray is RAL-7035.

SURFACE PREPARATION: All surfaces to be coated are to be free of dirt, grease, rust, and other contaminants. For cast iron and carbon steel, clean thoroughly and remove grease by washing with thinner per SSPC-SP-1 Solvent Cleaning. Rust areas and weld joints should be wire brushed to remove rust, followed by a wash with thinner. When painting with waterborne coatings, do not use a hydrocarbon based thinner. Metalprep®79 may be used as alternate cleaning method for cleaning and pre-treating carbon steel. Aluminum must be solvent cleaned and scuff sanded or as an alternate, cleaned and pre-treated with Metalprep®79. Galvanized metal must be solvent cleaned and scuff sanded or as an alternate cleaned with Metalprep®79 followed by pre-treating with Galvaprep®5. Copper and brass must be solvent cleaned and scuff sanded. Surfaces must be dry before painting. See PPG bulletins for added information.

FEDERAL & STATE COMPLIANCE: Areas such as California may not allow use of solvent-based coatings. The water-based alternates must be used in those areas. Check local regulations to determine needs.

II. REPAINT WORK

A. **SOLVENT-BASED**

- OVER EPOXY

PRIME COAT: Multi-Prime Barrier Coat – White PPG97-684

FINISH COAT: Same as finish coat for new work (epoxy or urethane)

- OVER ENAMEL

SPOT PRIME: Rust Inhibitive Primer – Red PPG 7-858

FINISH COAT: RAL-7035 Gray Alkyd Gloss Enamel
 Pastel Mixing Base PPG 7-814
 One Gallon Formula B-24
 C-10
 Thinner Mineral Spirits

INDUSTRIAL FAST DRY ALTERNATE

SPOT PRIME: Multiprime Fast Dry 2.8 VOC PPG 94-258

FINISH COAT: RAL-7035 Gray Fast Dry 2500 PPG 94-634
 Pastel Mixing Base
 Thinner PPG 97-727

B. **WATER-BASED**

- OVER EPOXY OR ENAMEL

PRIME COAT: PITT-TECH DTM Primer – Gray PPG90-709

FINISH COAT: RAL-7035 Gray Acrylic Gloss Enamel
 White & Pastel Mixing Base PPG90-374
 One Gallon Formula: B-32
 C-16

III. SAFETY COLOR CODES: The following are to be used where Safety Colors are called for:
 Note: All guards, that require paint, will be safety yellow, except see through mesh will be black (unless directed otherwise). All moving parts inside of the machine, that require paint, will be safety orange (unless directed otherwise).

A. **SOLVENT-BASED**

<u>Epoxy Finish:</u>	Aquapon Safety Yellow	PPG95-13	Component A
	Aquapon Safety Orange	PPG95-12	Component A
	Aquapon Catalyst	PPG95-98	Component B
	Thinner	PPG97-725	



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B. WATER-BASED

<u>Epoxy Finish:</u>	Aquapon WB Safety Yellow	PPG98-13
	Aquapon WB Safety Orange	PPG98-12
	Aquapon WB Catalyst	PPG98-98

<u>Enamel Finish:</u>	PITT-TECH Industrial	
	Enamel Yellow	PPG90-330
	PITT-TECH Industrial	
	Enamel Orange	PPG90-313

PPG Industrial Paint Coatings will be sold directly through Pittsburgh Paints store, unless you have a current vendor that is supplying you with the specified products listed in this Silgan Container specification.

Contact name and information for Pittsburgh Paints/PPG Architectural Coatings, and Porter Paints is as followed:

Pittsburgh Paints/PPG Architectural Coatings
Will Shore
Store Manager

PPG Architectural Coatings
2180 Plum Grove Rd.
Rolling Meadows, IL 60008

Phone: (847) 991-0620
Fax: (847) 991-9030
E-mail: paf9448@ppg.com

Attached to this specification is a PPG Architectural Coatings/Pittsburgh Paints customer application. If your local vendor does not currently have an account with PPG, they will need to complete this form and fax back to (847) 991-9030. If there is any information vendor needs from PPG Inc. to complete this process, please forward that information to the above address, via E-mail or fax.



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**PPG ARCHITECTURAL FINISHES, INC. (SELLER)
TERMS AND CONDITIONS OF SALE (REV. 08/2001)**

1. GENERAL.
 - a. These Terms and Conditions of Sale ("Terms and Conditions") supersede all prior representations or arrangements in connection with the products sold by Seller (the "Products"). Seller's acceptance of Buyer's order and sale of the Products to Buyer are deemed conditioned upon Buyer's assent to the Terms and Conditions and all other terms and conditions, expressed or implied are excluded. Any conduct by Buyer which recognizes the existence of a product sale from Seller to Buyer, including, without limitation acceptance of delivery of or payment for the Products, shall be conclusive evidence of Buyer's assent to these Terms and Conditions. None of Seller's employees or agents has authority to modify or supplement the Terms and Conditions or to accept any order, except on Seller's official sales forms.
 - b. References to the Products include, without limitation, its packaging.
 - c. No subsequent document, purchase order, or conduct including acts or verbal statements of any Buyer shall purport to or modify these Terms and Conditions.
2. DELIVERY.
 - a. Shipping and delivery dates are approximate and are given by Seller in good faith, but are not guaranteed unless otherwise specifically agreed in writing. Buyer shall be responsible for all storage and other costs relating to Buyer's failure to accept delivery pursuant hereto.
 - b. Unless otherwise expressly agreed, in writing, delivery will be made F.O.B. point of shipping. All risk of loss shall pass to Buyer upon delivery of the Products by Seller to a carrier. Seller reserves the right to ship collect, unless otherwise agreed to in writing, and will select the method and agency of transportation. Seller's receipt from the carrier shall be conclusive evidence of delivery.
 - c. Packaging is included in the price and is not returnable, unless otherwise specifically agreed to in writing. Returnable packaging will be charged to Buyer, but if returned empty, clean, securely closed and in good condition within thirty (30) days after receipt by Buyer, Seller will credit Buyer with the amount charged. Any special packaging requirements will incur a non-refundable additional charge.
 - d. The weight or quantity stated on Seller's carrier's receipt shall be conclusive evidence of the amount delivered, except in cases of manifest error.
 - e. Except for purposes of Sections 3(b), 6(a), and 7, each delivery shall be treated as a separate contract, and partial deliveries are permitted, unless otherwise specifically agreed to in writing. Failure to make any particular delivery, or any breach of contract by Seller relating thereto, shall not affect any remaining deliveries.
 - f. Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order.
 - g. If the Products are sold F.A.S. or F.O.B. vessel, an on-board bill of lading, a mate's receipt or other document indicating delivery alongside the vessel or tender to the vessel is conclusive evidence of delivery irrespective of whether the person giving the receipt or the documentation has authority from Buyer to do so.
 - h. If the Products are sold C.I.F. or C. and F. a receipt of bill of lading or waybill is conclusive evidence of delivery.
3. PRICE.
 - a. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time of shipment. All accounts are payable in US funds, free of exchange, collection or other charges. In cases where price for Products includes delivery costs, any increase in such delivery costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
 - b. All applicable sales or use taxes, excises, or any other taxes or charges (except net income and equity franchise taxes) imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account of Buyer. Buyer shall reimburse Seller for any such taxes, excises or charges which Seller may be required to pay in addition to the price payable by Buyer for the Products. Buyer may, at its option and where legally permissible, elect to file a proper exemption certificate with Seller and Buyer shall be fully responsible for paying taxes direct to the taxing authority.
 - c. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery. In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable, irrespective of whether title to the Products has passed to Buyer.
 - d. Time of payment is of the essence. Any amounts not paid in accordance with invoiced terms shall bear interest at a rate of one and one half percent 1 1/2% per month or such lesser rate permissible by applicable law.
4. SELLER'S WARRANTY.
 - a. Seller warrants that the Products shall conform to Seller's published specifications covering such products in effect at time of manufacture ("Seller's Warranty"). SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AND HEREBY DISCLAIMS ANY SUCH WARRANTIES OR REPRESENTATIONS; EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Certification by Seller by separate writing as to compliance with specifications, blue prints, part numbers, quantity, test or otherwise will not create any other warranty by or other obligation of Seller.
 - b. Seller's Warranty shall not be construed as a "warranty" for purposes of the Magnuson-Moss Warranty Act. In the event Seller's Warranty should be construed as a limited warranty for purposes of the Magnuson-Moss Warranty Act, then any implied warranty which might exist by operation of law shall be limited to thirty (30) days from the date of original consumer purchase and such limited warranty shall run only to the original consumer purchaser.
 - c. SELLER'S LIABILITY WITH RESPECT TO THE PRODUCTS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT THERETO, SHALL BE LIMITED TO. AT SELLER'S SOLE OPTION, THE REPLACEMENT BY SELLER OF ANY NONCONFORMING PRODUCT FOR WHICH CLAIM IS MADE BY BUYER IN ACCORDANCE WITH 4(d), BELOW OF THESE TERMS AND CONDITIONS, OR TO THE REFUND OF THE PORTION OF THE PURCHASE PRICE PAID BY THE BUYER ATTRIBUTABLE TO SUCH NONCONFORMING PRODUCT, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE FOR ANY NONCONFORMING PRODUCTS.
 - d. Buyer shall notify Seller of any Product that does not Conform to Seller's Warranty within a reasonable time after delivery of such Products, but in no event later than thirty (30) days following such delivery. Failure to notify Seller of such non conformance shall constitute a waiver by Buyer of any claims with respect to such nonconforming Products.
 - e. If Products are purchased for resale by Buyer, including application to a third party's property or incorporation into a separate and distinct product which is resold, Buyer shall not make any representations or warranties with respect to the Products inconsistent with these Terms and Conditions and shall include in the terms and conditions of such resale disclaimers of warranties and limitations of liabilities at least as restrictive as contained in these Terms and Conditions.
 - f. Seller's Warranty does not apply to any Products identified as obsolete or substandard, which are sold "as is, where is".
 - g. Seller's Warranty does not apply to any Products manufactured by anyone other than by Seller. SELLER DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED WITH RESPECT TO PRODUCTS MANUFACTURED BY ANYONE OTHER THAN BY SELLER. ALL SUCH PRODUCTS ARE SOLD BY SELLER "AS IS, WHERE IS". To the extent Products manufactured by someone other than by Seller are purchased and a warranty has been extended by that manufacturer with respect to the Products, Seller does not make or extend such warranty and buyer's sole recourse is to the manufacturer of such Products. Buyer should contact the manufacturer for the specifics of such warranty, if any, and any other limitations on Buyer's rights with respect to any such warranty.
5. FORCE MAJEURE.

Seller shall not be liable for any failure to ship Products or to otherwise comply with the contract related thereto (the "Contract") as a result of any circumstances what so ever whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict SELLER from complying with such Contract without limiting the generality of the foregoing. Seller may without liability suspend or terminate (in whole or in part) it's obligations under the Contract if Seller's ability to manufacture, supply, deliver or acquire materials for the production of the Products by Seller's normal means is materially unpaired.
6. TERMINATION AND SUSPENSION
 - a. Seller may (without prejudice to its other rights or remedies) refuse to sell to buyer under any condition while investigating any claim relating to prior shipments of Products or in the event of any of the following circumstances
 - (i) Buyer fails to take delivery of or to pay for the Products as required by Seller, or breaches any other term of sale;
 - (ii) Buyer becomes bankrupt or insolvent or if a receiver takes possession of any material part of Buyer's assets, or Buyer suffers any foreign equivalent of the foregoing; or
 - (iii) Reasonable grounds for insecurity arise with respect to the performance by Buyer of its obligation to Seller, and Seller so notifies Buyer.
 - b. If Buyer provides Seller with security for the product price, reasonably acceptable to Seller, within three (3) working days after a notice has been given under 6(a)(iii), above, Seller shall withdraw the notice.



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7. **INTELLECTUAL PROPERTY.**
Buyer shall not use in any manner any trade names or trademarks applied to or used by Seller with respect to the Products, unless otherwise permitted by Seller in writing.
8. **ADVICE OR ASSISTANCE.**
 - a. Recommendations and advice by Seller for the use of Products are furnished gratuitously and are based upon information believed to be reliable. Buyer's use of or reliance upon the same shall be at Buyer's risk, SELLER'S SOLE LIABILITY WITH RESPECT TO THE SALE OF THE PRODUCTS TO BUYER AND USE OF THE PRODUCTS BY BUYER IS SET FORTH IN SECTION 4 OF THESE TERMS AND CONDITIONS.
 - b. Any agreement between Buyer and Seller concerning advice or assistance given to Buyer by Seller for a separate fee would be contained only in a separate written agreement.
 - c. The characteristics or attributes of any Products are contained only within the current version of written information relating to each particular product Any verbal advice rendered to the contrary shall not be binding on Seller.
9. **HEALTH AND SAFETY AT WORK.**
 - a. Buyer shall ensure that all Products are safely and lawfully received, stored, maintained, used or applied by Buyer, and that Buyer obtains relevant information in Seller's possession relating thereto. Seller maintains and makes freely available to Buyer product safety data information. If Buyer has not previously received such information, Buyer should request it.
 - b. Buyer shall insure that all appropriate safety information (whether supplied by Seller, Buyer or others) is distributed and drawn to the attention of customers and all others (including Buyer's employees) who require it for the safe handling or use of the Products.
10. **COMPLIANCE WITH LAW.**
Products manufactured by Seller are produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller has complied with the conditions required by all Executive Orders concerning "Non-Discrimination in Employment" and equal employment opportunity obligations.
11. **MISCELLANEOUS.**
 - a. If any of the Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
 - b. Nothing in these Terms and Conditions shall obligate Seller to sell any products to Buyer on any terms whatsoever, including cash in advance.
 - c. These Terms and Conditions may be amended by Seller, at its option, which amendment shall become effective upon submission of a written copy of such amended Terms and Conditions to the Buyer.



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PPG Architectural Finishes, Inc.
A. Stores Credit

PHONE: (847) 991-0620
FAX: (847) 991-9030
Years in business _____

BILL TO: Legal Business
Name: _____

DBA: _____

PROPRIETORSHIP

PARTNERSHIP

CORPORATION

LIMITED LIABILITY
COMPANY

STATE _____

STATE _____

STATE _____

STATE _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone # _____ Fax # _____ Credit Limit Requested _____

Federal Tax ID or Social Security #: _____

Sales Tax Exempt: **Yes** **No**

If yes please attach

E Mail Address: _____

Restrictions: _____

P.O. #: _____

Yes **No**

Yes **No**

Job ID: _____

Yes **No**

No

Previous Account: **Yes** **No**

Authorized Buyers: **Yes(attach)** **No**

PROPRIETOR/PARTNER INFORMATION OR CORPORATE LLC OFFICERS (Each Partner Must Sign Application)

Name/Title (1) _____

Address: _____ City: _____ State: _____ Zip: _____

Home Telephone #: _____

Social Security #: _____

Name/Title (1) _____

Address: _____ City: _____ State: _____ Zip: _____

Home Telephone #: _____

Social Security #: _____

Bank Reference

Branch: _____

Account #: _____

Name: _____

Trade References: (Please attach current Financial Statement)

Name

Address

Account No.

Phone

1. _____

2. _____

3. _____



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I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS TRUE AND CORRECT AND ALSO AUTHORIZE YOU TO OBTAIN ANY INFORMATION YOU MAY REQUIRE REGARDING THE STATEMENTS MADE ABOVE. I UNDERSTAND THAT ACCEPTANCE OF THIS APPLICATION DOES NOT OBLIGATE PPG ARCHITECTURAL FINISHES, INC. AND/OR ITS AFFILIATES, ENTITIES AND/OR SUCCESSORS IN INTEREST (PAF) TO EXTEND CREDIT TO APPLICANT. I FURTHER UNDERSTAND THAT, IF CREDIT IS EXTENDED TO APPLICANT AND APPLICANT FAILS TO PAY ACCORDING TO THE CREDIT TERMS EXTENDED FROM TIME TO TIME, SUCH CREDIT AND ANY PRICE DISCOUNTS OR REBATES NORMALLY AVAILABLE TO APPLICANT SHALL BE DEEMED AUTOMATICALLY REVOKED, AT THE OPTION OF PAF. IN CONSIDERATION OF PAF EXTENSION OF CREDIT TO APPLICANT, APPLICANT WILL PAY ALL ACTUAL COSTS OF COLLECTIONS, INCLUDING ATTORNEY'S FEES WHETHER OR NOT LITIGATION IS COMMENCED OR PROSECUTED TO FINAL JUDGEMENT TO ENFORCE COLLECTION OF MONIES DUE PAF.

BUYER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS PAF'S STANDARD TERMS AND CONDITIONS OF SALE PRINTED IN FULL ON THE REVERSE SIDE OF OR ATTACHED TO, THIS CREDIT APPLICATION.

"THE UNDERSIGNED INDIVIDUAL(S), WHO IS EITHER THE SOLE PROPRIETOR, GENERAL PARTNER(S) OR OTHER PRINCIPAL(S) OF (AND LIABLE FOR THE DEBTS OF) THE CREDIT APPLICANT, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY THE ABOVE-NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED IN THE CREDIT EVALUATION PROCESS."

Signature of Applicant

Signature of Applicant

NOTICE

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR RELIGION, NATURAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHTS UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDITOR IS: THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC 20580.

For Office Use Only:

Sales Rep/#: _____	Sales Classification: _____
Customer #: _____	Approved Limit \$: _____
	Date Approved: _____
	Credit Approved: _____