



**PPG Employee Savings Plan  
General Information  
Summary Plan Description**

**Effective January 1, 2018**

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### NOTE:

The following is a summary of important information regarding the PPG Industries, Inc. Employee Savings Plan (the “Plan”). This booklet constitutes one component of the summary plan description (the “SPD”) for the Plan. You are encouraged to read this booklet and all other components of the SPD provided to you carefully so that you can understand the retirement benefits that you may be eligible to receive under the Plan.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION VERIFIED THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Certain terms used in this booklet are capitalized. The use of a capitalized term means that the term has a special meaning when used in this booklet. The definitions of capitalized terms are provided in Section 11.

## 1. INTRODUCTION

This booklet provides important information about the PPG Industries, Inc. Employee Savings Plan (the “Plan”). This booklet constitutes one component of the summary plan description (the “SPD”) for the Plan. You are encouraged to read this booklet and all other components of the SPD provided to you carefully so that you can understand the retirement benefits that you may be eligible to receive under the Plan. Certain terms used in this booklet are capitalized. The use of a capitalized term means that the term has a special meaning when used in this booklet. The definitions of capitalized terms are provided in Section 11.

The Plan is considered a tax-qualified plan, which means that the Plan is intended to conform to federal tax laws. Because the Plan is qualified for federal income tax purposes, you do not report any gain or loss in your Account until you request a withdrawal or distribution. Because the Plan is qualified, favorable federal income tax treatment may also be available to you when your withdrawals or distributions are reported for federal income tax purposes.

### PURPOSE OF THE PLAN

The Plan enables employees to invest part of their compensation systematically to supplement their retirement income by making Employee Contributions. The Plan also permits PPG to assist eligible employees to save for retirement through Matching Contributions and DCRP Company Contributions. The Plan was created by the Board and approved and adopted by PPG’s shareholders on July 1, 1965.

As an active participant in the Plan, you can accumulate funds for your retirement through:

- Before-tax contributions, which reduce the current federal income tax resulting from your contributions and defer taxation of earnings on those contributions;
- Roth contributions, which are made on an after-tax basis and potentially provide tax-free earnings;
- After-tax contributions, which provide for current taxation of contributions and deferred taxation of earnings; and
- If eligible, Matching Contributions and DCRP Company Contributions (made at PPG’s discretion).

These various contributions are described in other components of the SPD.

### YOUR RESPONSIBILITY

To take full advantage of the Plan, you should understand how the Plan works so that you may make informed elections. In addition to reading this booklet and all other components of the SPD you receive, you should also read any summary of material modifications issued after the publication of this SPD, the Enrollment Guide for the PPG Employee Savings Plan, the Participant Fee Disclosure Notice and any other communications sent to you about the Plan. Certain portions of these communications may be incorporated into the SPD by reference as being part of the prospectus covering securities that have been registered under the Securities Act of 1933.

As a participant in the Plan, you decide (within Plan limits) your contribution rate and the types of contributions you make, as well as how to invest your contributions among the Plan’s investment options. Having this control means you have personal responsibility to make sure the directions you give are properly implemented.

You should carefully review any Plan information you receive, including your account statements, confirmations, payroll records (for deductions and contributions to the Plan) and any other records relating to the Plan. You must report any discrepancies within the time frame noted on the applicable document. If your concerns cannot be resolved, you may file a claim under the Plan’s claim procedures explained in Section 7.

## 2. SAVINGS PLAN SERVICE CENTER

Log onto the Plan Website or call the Savings Plan Service Center at **1.844.260.3599** to complete transactions, make inquiries and ask questions related to the Plan (other than questions related to deductions of Employee Contributions from your pay, loan repayments and Matching Contribution calculations, which should be directed to the PPG HR Shared Services Center at **1.888.774.2121**). If you need assistance to process a transaction or have questions about the Plan or your Account, customer service representatives are available Monday through Friday, 9 a.m. to 6 p.m. Eastern Time except on NYSE holidays.

### TRANSACTION DEADLINES

Most transactions are processed on a daily basis. Any fund reallocation or transfer, loan or withdrawal will be valued at that day's closing prices if confirmed by 4 p.m. Eastern Time on a NYSE business day. You also have until 4 p.m. Eastern Time to cancel a confirmed transaction for that day. Transactions confirmed after 4 p.m. Eastern Time on a NYSE business day will be valued using the next business day's closing prices.

### NON-ENGLISH SPEAKING PARTICIPANTS

If you are more comfortable requesting information and transactions in a language other than English, translators are available. For more information, call the Savings Plan Service Center.

### TDD PHONE SERVICE

If you are hearing impaired, TDD Phone Service is available by calling **1.800.579.5708**.

### PHONE SERVICE FROM OUTSIDE THE UNITED STATES

To call the Savings Plan Service Center from outside the United States, visit **www.att.com** to obtain the AT&T Direct Code for your location. Dial the appropriate Direct Code, then the Country Code, then the City Code. Once prompted, dial **1.844.260.3599**.

### INFORMATION RELEASES

Before any information regarding your Account is released to a person other than yourself, you must provide written authorization to release the information, the specific information that may be released and the name of the person to whom the information should be released.

### MARRIAGE

When you get married, you should review your current beneficiary designation. By law, if you are legally married, your spouse is automatically designated as your beneficiary and is entitled to 100% of the balance remaining in your Account following your death unless he or she consents in writing to another designation and the consent is notarized. For your designation to be accepted, you, your spouse and the notary public must sign the form on the same day. If you are separated but not divorced, you are still considered legally married for purposes of the Plan. Your beneficiary designation controls the distribution of your Account following your death. The beneficiary designation overrides a marital distribution agreement, a property settlement agreement, your will and a trust agreement.

Your "spouse" is the person you are legally married to under applicable law, regardless of your state of residence, which may include common-law marriage. Your spouse does not include any person in another formal relationship with you, such as a marriage-equivalent civil union or registered domestic partnership. A person claiming to be your spouse must establish to the satisfaction of the Plan Administrator that a marriage exists under applicable law. A person ceases to be your spouse as of the date your marriage is legally terminated by divorce or annulment.

## DIVORCE

If you become divorced, you should review your current beneficiary designation. If you are separated from your spouse but not yet divorced, you are still considered married. Until you are divorced, your spouse is your beneficiary under the Plan unless he or she consents in writing to another beneficiary designation. You should also make sure your current address is on file.

If a portion of your Account is to be paid to your ex-spouse (referred to as the alternate payee) due to a divorce, you will need a qualified domestic relations order (“QDRO”). A \$500 fee will be debited from your Account to review the qualified status of any domestic relations order submitted to the Plan. You may request a copy of the Plan’s QDRO procedures free of charge.

## ADDRESS OR NAME CHANGE

If your address or name changes, you may update the Plan’s records by logging onto **myPPGRewards.com** if you are an active employee or logging onto the Plan Website if you are a former employee.

When you move, make sure that PPG and the Savings Plan Service Center have your new address. All Plan correspondence is mailed to your address on file at the Savings Plan Service Center.

## 3. INVESTMENTS

You may direct the investment of amounts contributed to your Account by calling the Savings Plan Service Center or logging onto the Plan Website. If you do not provide investment directions, your Account will be invested into the default investment option specified by the Benefits Investment Committee (“BIC”).

You may change your investment directions for new contributions to your Account at any time. Investment election changes affect only how your future contributions will be deposited into your Account. Previous contributions will remain in the funds in which they were originally contributed until you reallocate, transfer or rebalance them. Investment directions for new contributions must be provided in whole percentage increments. A single investment election determines how any money deducted from your pay (Employee Contributions and loan repayments) and, if applicable, any Matching Contributions and DCRP Company Contributions will be invested in your Account. You may transfer the amounts previously credited to the investment funds in your Account each business day the NYSE is open.

The BIC chooses the investment options available under the Plan and may change them from time to time. Information regarding the investment options is provided to you periodically. In addition, you may call the Savings Plan Service Center or log onto the Plan Website to obtain information regarding the Plan’s investment options and their investment performance. **Please remember that past fund performance does not guarantee future results.**

## INVESTMENT OPTIONS

The following investments are available under the Plan:

- |                                       |   |
|---------------------------------------|---|
| • BlackRock Equity Index S&P 500 Fund | • BlackRock LifePath Retirement Portfolio |
| • Fidelity Contrafund                 | • BlackRock LifePath 2020 Portfolio       |
| • Fidelity Growth Fund                | • BlackRock LifePath 2025 Portfolio       |
| • International Equity Fund           | • BlackRock LifePath 2030 Portfolio       |
| • Mellon Cap Bond Index Fund          | • BlackRock LifePath 2035 Portfolio       |
| • PPG Stock Fund                      | • BlackRock LifePath 2040 Portfolio       |
| • Stable Value Fund                   | • BlackRock LifePath 2045 Portfolio       |
| • TIPS Index Fund                     | • BlackRock LifePath 2050 Portfolio       |
| • Vanguard Small-Cap Index Fund       | • BlackRock LifePath 2055 Portfolio       |
|                                       | • BlackRock LifePath 2060 Portfolio       |

Additional information on the investment options, including fund performance information on each option, can be found on the Plan Website or by calling the Savings Plan Service Center.

Your Account will be adjusted to reflect any investment earnings or losses and dividends. Your Account may also be reduced to reflect the payment of Plan-related fees and expenses.

## PPG STOCK FUND

Your contributions and reallocations or transfers into the PPG Stock Fund are used to purchase PPG stock each business day. These amounts are converted to equivalent shares on the day of your request if your request is confirmed by 4 p.m. Eastern Time. Any stock splits of PPG stock received by the Plan's trustee will be proportionately allocated to your Account.

The number of equivalent shares of PPG stock in your Account is indicated on your account statement from the Plan. Your number of equivalent shares is determined as follows:

$$\text{Equivalent shares} = \frac{\text{Number of units times net asset value (market value)}}{\text{Closing price per share}}$$

You have confidential voting rights for the number of equivalent shares of stock allocated to your Account.

You may elect to have the portion of your Account that is invested in the PPG Stock Fund distributed in the form of shares of PPG stock instead of in cash. If you elect a share withdrawal, you will not receive a share certificate. Instead you will receive notification from PPG's Stock Transfer Agent that your brokerage account has been credited with the number of shares requested in book entry form. If you want a share certificate, you should follow the directions in the communications you receive from the Stock Transfer Agent. These shares may be registered in your name only. No form of joint stock registration is permitted.

If you would like to rollover your distribution to another retirement plan or individual retirement account or annuity ("IRA"), you should confirm that the retirement plan or IRA will accept shares as part of the rollover. The shares will be rolled over at market value at the time the shares are withdrawn from your Account. The shares will not be subject to federal income tax until they are withdrawn from the retirement plan or IRA.

## PPG STOCK FUND DIVIDENDS

If the Board declares a dividend on PPG stock, you will share in that dividend if any portion of your Account is invested in the PPG Stock Fund on the ex-date. (The ex-date is the date used to determine if you are eligible for the dividend, which is typically two business days before the dividend record date for other shareholders). If the dividend is attributable to your DCRP Account, 100% of the dividend will be reinvested in the PPG Stock Fund. If the dividend is attributable to your Savings Account, you may elect to reinvest 100% of the dividend or to have 100% of the dividend paid to you (referred to as a pass-through dividend). Unless you elect otherwise, the dividends will be automatically reinvested into the PPG Stock Fund. If you elect to have dividends paid to you, you will continue to have any subsequently declared dividends paid directly to you until you change your election.

You can change your dividend election at any time by calling the Savings Plan Service Center or logging onto the Plan Website. Your dividend election as of the ex-date determines how the current dividend will be applied to your Savings Account.

The dividend reinvestment option allows you to purchase additional shares of PPG stock. Your dividend amount is converted into additional shares based on the closing net asset value of the PPG Stock Fund on the dividend payment date.

Pass-through dividends are taxable at the ordinary income tax rate in the year in which they are paid and are not subject to the 10% early withdrawal tax penalty when distributed from the Plan. If you retire and postpone the distribution of your Savings Account until a later year, but elect to receive

dividend pass-through payments on the PPG stock in your Savings Account, you may be prevented from having a distribution be considered a lump sum distribution for tax purposes.

If you request a total distribution between the ex-date and the date the dividend is paid to the Plan, your dividend will be paid to you as soon as administratively possible after it is paid to the Plan, regardless of how you elected to have the dividend treated under the Plan.

## 4. REALLOCATIONS, TRANSFERS AND REBALANCING

### REALLOCATIONS AND TRANSFERS

Fund reallocations and transfers make it possible for you to move funds that are already in your Account between available investment options. These transactions do not change the investment of new contributions made to your Account. If you wish to change how your new contributions are being invested, you must change your investment election.

You may elect both reallocations and transfers every day the NYSE is open. While both of these transactions direct the movement of funds already in your Account, it is important to understand the differences between them. Reallocations and transfers are available regardless of your Plan status.

You can elect reallocations and transfers by contribution source (Employee Contributions, Matching Contributions and DCRP Company Contributions), or you can elect to reallocate or transfer all contribution sources.

A reallocation occurs when you elect how your Account should be redistributed among available investment options, with a specific ending result as your goal. You choose how your Account will look after the reallocation, as in the example below. When you request a reallocation, you can also elect to have your future investments deposited into your Account based on the same percentage.

REALLOCATION EXAMPLE		
You request a reallocation of your Account so that 50% of your balance is in the Small-Cap Index Fund and 50% is in the Stable Value Fund.		
	Before Reallocation	After Reallocation
Small-Cap Index Fund	\$25,000	\$50,000
Growth Fund	\$25,000	\$0
S&P 500 Index Fund	\$25,000	\$0
Stable Value Fund	\$25,000	\$50,000
	<b>\$100,000</b>	<b>\$100,000</b>

A transfer occurs when you request that a percentage of an investment option or a specific dollar amount in an investment option be transferred into one or more other investment options. The receiving investment options are always specified as a percent. The transfer will affect only the investment options specified and not your entire Account. Below are examples of both types of transfers.

TRANSFER EXAMPLES		
You request to transfer 50% of the amount in the Stable Value Fund and invest 100% of that amount in the Small-Cap Index Fund.		
	Before Transfer	After Transfer
Small-Cap Index Fund	\$25,000	\$37,500
Growth Fund	\$25,000	\$25,000
S&P 500 Index Fund	\$25,000	\$25,000
Stable Value Fund	\$25,000	\$12,500
	<b>\$100,000</b>	<b>\$100,000</b>



You request to transfer \$10,000 from the Stable Value Fund and invest 50% of it in the Small-Cap Index Fund and 50% of it in the S&P 500 Index Fund.

	Before Transfer	After Transfer
Small-Cap Index Fund	\$25,000	\$30,000
Growth Fund	\$25,000	\$25,000
S&P 500 Index Fund	\$25,000	\$30,000
Stable Value Fund	\$25,000	\$15,000
	<b>\$100,000</b>	<b>\$100,000</b>

Understanding how reallocations and transfers work is important to take full advantage of the flexibility the Plan offers. The reallocation or transfer transaction is done after the day's investment results are posted to the investment options. If you want to transfer all of the funds in one investment option to another investment option, you should transfer 100% of the funds instead of a specific dollar amount. Reallocations and transfers can be requested by calling the Savings Plan Service Center or logging onto the Plan Website.

A reallocation or transfer involving the PPG Stock Fund, like any PPG stock transaction, is subject to the prohibition against trading based on inside information. PPG policy and securities laws prohibit transactions in PPG stock if you possess material information about PPG that has not been made public. Generally, information is material if investors would view it as significantly altering the total mix of information available about PPG. You should contact your personal legal advisor to determine if this restriction applies to you.

## REBALANCING

Another way to move funds in your Account is through the automatic fund rebalancing transaction. This transaction allows you to automatically rebalance your Account according to your current investment election. Automatic rebalancing can be done every 90 days, every 180 days or annually. If you elect to rebalance and perform either an investment election, reallocation or transfer transaction, your rebalancing election will be cancelled.

## TRANSFER RESTRICTIONS

If you transfer funds out of either the Vanguard Small-Cap Index Fund or the International Equity Fund, you cannot transfer funds back into these investment options for 30 calendar days. If you transfer funds out of either the Fidelity Growth Fund or the Fidelity Contrafund, you cannot transfer funds back into these investment options for 60 calendar days.

## RETIREMENT ADVICE

As a participant in the Plan, you have access to personalized, objective investment and retirement planning services. You can obtain additional information regarding these services, including information regarding applicable fees and restrictions, by logging onto the Plan Website or by calling the Savings Plan Service Center.

## 5. TAXATION

The tax laws are complicated and change often. You should carefully review the Payment Rights Notice available on the Plan Website and consult with your personal tax advisor to determine the financial impact requesting a withdrawal or distribution will have on your unique situation. You should also consult your personal tax advisor regarding how your contributions will be treated for state and local income tax purposes.



You incur no federal income tax liability on your investment earnings, Matching Contributions, DCRP Company Contributions or your before-tax contributions, including catch-up contributions, until they are withdrawn or distributed from the Plan. Your Roth contributions and after-tax contributions will be subject to federal income tax when contributed to the Plan. In addition, investment earnings on Roth contributions may be withdrawn or distributed tax-free if you receive a qualified distribution. A distribution is qualified if you are age 59½ or disabled (or the distribution is received after your death) and the distribution is received at least five years after your first Roth contribution to the Plan.

With very few exceptions, if you are under age 59½ you must pay a 10% early withdrawal tax penalty on the taxable portion of any withdrawal or distribution.

You may defer the taxation of your distribution (and avoid the 10% early withdrawal tax penalty) by rolling over all or a part of your distribution to another employer's retirement plan, a 403(a) plan, a 403(b) plan, a governmental 457 plan or an IRA. Review the Payment Rights Notice for additional information regarding rollovers.

You may make separate withdrawal elections for your Savings Account and DCRP Account. When you request a withdrawal from your Savings Account, your contribution sources will be used until the requested withdrawal amount is satisfied as described in the following chart:

Savings Account Withdrawals	
Contribution Source	Tax Treatment
Pre-1987 after-tax contributions	100% tax free
Earnings on pre-1987 after-tax contributions	100% taxable
Post-1986 after-tax contributions and earnings	100% tax free for your after-tax contributions and 100% taxable for the earnings, prorated based on a ratio of your contributions divided by your total contributions and post-1986 balance
Matching Contributions and earnings	100% taxable
\$150 PPG contributions and earnings	100% taxable
Before-tax contributions, including catch-up contributions, and earnings	100% taxable
Rollover contributions and earnings	100% taxable
Roth contributions, including Roth catch-up contributions	100% tax free
Earnings on Roth contributions, including earnings on Roth catch-up contributions	100% tax free if received at least five years after your first Roth contribution to the Plan and after you attain age 59½, die or become disabled and taxable otherwise

Your withdrawal of DCRP Company Contributions and earnings from your DCRP Account is 100% taxable.

## PPG STOCK FUND WITHDRAWALS

If you elect to receive a withdrawal or distribution in the form of shares of PPG stock, the taxable amount of the withdrawal is determined by the type of withdrawal requested (partial or total) and the source of contributions used to purchase the shares.

The cost basis is the amount of money used to purchase shares divided by the number of shares purchased. Your average cost basis per share can be found on the Plan Website. Your cost basis is averaged across the total number of shares in your Account, regardless of the source of contributions used for their purchase.

Unrealized appreciation is the difference between the market value of the stock at any given time and the cost basis at the time the shares are distributed. If you receive a partial withdrawal, shares withdrawn that were purchased with your after-tax and Roth contributions are taxed on the unrealized appreciation (based on the market value of the stock at the time of the distribution). All

other shares withdrawn are taxed at the current market value. If you receive a total distribution from your Savings Account, all shares withdrawn are taxed using the cost basis. You will not be taxed on the unrealized appreciation until you sell the shares at the later date. If you receive a total distribution from your DCRP Account, all shares withdrawn are taxed at the current market value.

## **6. DESIGNATING A BENEFICIARY**

You may designate one or more primary and contingent beneficiaries to receive any balance remaining in your Account following your death. You must complete your beneficiary designation by logging onto the Plan Website. You may change your beneficiary designation at any time.

If you are married, any beneficiary designation that names an individual other than your spouse as a beneficiary will be invalid unless your spouse consents in writing to the designation and the consent is witnessed by a notary public. Your spouse's signature date and the date signed by the notary public must be the same day.

If you die and you did not complete a valid beneficiary designation on the Plan Website prior to your death, your beneficiary will be determined in the following order:

- Your surviving spouse;
- Your surviving children in equal shares;
- Your surviving parents in equal shares;
- Your surviving brothers and sisters in equal shares; and
- Your estate.

You may designate both a primary and a contingent beneficiary. Your primary beneficiary is the individual who will receive your Account balance following your death. Your contingent beneficiary will receive your Account balance if your primary beneficiary predeceases you.

You should periodically review your beneficiary designation, especially when you marry or divorce or your family situation changes. The beneficiary designation controls the distribution of your Account and overrides divorce decrees, marital distribution agreements, property settlements and your will.

Any questions concerning beneficiaries should be directed to the Savings Plan Service Center.

## **7. AMENDMENT AND TERMINATION**

Except as limited by an applicable collective bargaining agreement, PPG reserves the right, by action of the Board, or by any other person or committee designated by the Board, acting in accordance with the procedures adopted and approved by the Board, to amend, modify, discontinue contributions under the Plan or terminate the Plan in its entirety. Currently, the Board has delegated this authority to the Employee Benefits Committee.

No amendment or modification will reduce the amount credited to your Account, eliminate an optional form of benefit or divert funds or income to anyone other than the trust. Upon termination or partial termination of the Plan or complete discontinuance of Matching Contributions or DCRP Company Contributions, the amount credited to participants' accounts will be non-forfeitable.

### **CHANGE IN CONTROL**

If a change in control of PPG occurs, the Plan will not be terminated or amended to discontinue contributions or change the employer contribution formula in a manner adverse to Plan participants for a period of two years following the change of control.

A "change in control" means the occurrence of any of the following events:

- A third person, including a group as used in § 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act") becomes the beneficial owner, directly or indirectly, of 20% or more of the combined voting power of PPG's outstanding voting securities ordinarily having the right to vote

for the election of directors of PPG unless the acquisition of beneficial ownership is approved by a majority of the incumbent Board (as defined below);

- Individuals who constitute the Board as of January 1, 2000 (the “incumbent Board”) cease to constitute at least a majority of the Board, provided that any person becoming a director subsequent to such date whose election, or nomination for election by PPG’s shareholders, was approved by a vote of at least a majority of the directors comprising the incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of directors of PPG, as these terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) will be considered a member of the incumbent Board;
- The shareholders of PPG approve a transaction providing for the merger, consolidation or other combination of PPG with another corporation (other than a wholly-owned subsidiary) where PPG is not the surviving entity, the sale of all or substantially all of the assets of PPG, the liquidation or dissolution of PPG or a majority of the Board otherwise determines that a change in control has occurred.

## **8. CLAIMS PROCEDURES**

### **RESPONSE TO CLAIM**

Within 60 days after you make a claim for benefits, the Savings Plan Service Center will either process or reject the claim. You will be notified if your claim for benefits is wholly or partly denied.

### **REQUEST FOR REVIEW OF DENIAL**

If your claim is denied, you or your authorized representative may request a review of the denied claim by the Plan Administrator. This request for review must be made within 30 days after being informed of the denial. As part of the review, you may submit written questions, issues and comments. You may review all Plan documents and records affecting the claim and, as noted above, may be represented by someone else.

### **DECISION ON REVIEW OF DENIAL**

The Plan Administrator will decide how the claim is to be resolved and will send a written decision to you within 60 days after it received the review request. However, if special circumstances require more time, the Plan Administrator will notify you in writing before the first 60-day period ends. The notice of decision will contain the specific reasons for the decision and which provisions of the Plan support the decision.

## **9. YOUR ERISA RIGHTS**

As a participant in the Plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all participants are entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, on written request to the Plan Administrator, copies of all Plan documents and other Plan information including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit on termination of

employment and, if so, what your benefits would be if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

## PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the best interest of you, other participants and beneficiaries. No one, including PPG or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## ENFORCE YOUR RIGHTS

If your claim for a benefit is denied or ignored, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, first contact the Savings Plan Service Center. If you need further information, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration or visiting [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## 10. GENERAL INFORMATION

The Plan’s formal name is the PPG Industries, Inc. Employee Savings Plan. The plan identification number assigned by PPG to the Plan is 384.

The Plan’s sponsor is PPG Industries, Inc., One PPG Place, Pittsburgh, PA 15272. PPG’s employer identification number (“EIN”) is 25-0730780.

The Plan Year is the calendar year January 1 through December 31.

Employees covered by the Plan include certain employees of PPG and participating affiliates. A complete list of participating affiliates will be provided on request.

Employees who are represented by a union for purposes of collective bargaining are eligible if

participation is provided for in the collective bargaining agreement. A copy of any collective bargaining agreement covering participants in the Plan will be provided on request.

The Plan Administrator is the Global Director, Compensation & Benefits, whose address is the principal executive offices of PPG, One PPG Place, Pittsburgh, PA 15272, telephone number 1.412.434.3916. The Plan Administrator serves as a fiduciary.

To obtain additional information about the Plan and the Plan Administrator, you may contact the Plan Administrator at the address or phone number above.

The Plan Administrator has the sole discretion and complete authority to:

- Determine eligibility for benefits in accordance with the Plan's terms;
- Construe the terms of the Plan;
- Control and manage the operation of the Plan;
- Correct administrative account or fund errors;
- Make factual findings;
- Settle disputes; and
- Suspend any confirmed transactions for transfers, fund reallocations, loans, withdrawals, distributions and any other transaction requiring the sale of PPG Stock if there are not sufficient funds immediately available to process such transactions.

The Plan is intended to comply with ERISA § 404(c). As a result, the Plan's fiduciaries are relieved of liability for any and all investment decisions, including fund gains or losses, you make.

The Plan's trustee is Fidelity Management Trust Company, whose address is 300 Puritan Way, Marlborough, MA 01752. All assets are held by the trustee in trust on behalf of participants pursuant to the trust agreement. A copy of the trust agreement is available for inspection on written request. The BIC may remove the trustee, and the trustee may resign.

The agents for service of legal process are the secretary of PPG, any other officer of PPG and any other person designated by PPG. Their address is the principal executive offices of PPG, One PPG Place, Pittsburgh, PA 15272. Service of legal process may also be made on the trustee or the Plan Administrator.

The Pension Benefit Guaranty Corporation does not insure benefit payments if the Plan terminates because the Plan is an individual account plan that is excluded from termination insurance coverage.

The portion of your Savings Account that is invested in the PPG Stock Fund is considered to be part of an employee stock ownership plan.

## ASSIGNMENT OF BENEFITS

You may not assign or transfer any benefits payable under the Plan. To the extent permitted by law, anticipated benefits are not subject to the claims of creditors.

## RESALE RESTRICTIONS

If you are an affiliate of PPG, you may not use this booklet or any information the SPD in connection with the sale by you of any shares of PPG stock acquired incident to your participation in the Plan. By reason of the Securities Act of 1933, as amended, you are required to make such sales either under a separate registration statement or pursuant to Rule 144 or some other available exemption from registration. In addition, by reason of §16(b) of the Securities Exchange Act of 1934, as amended, certain officers of PPG may not sell such shares within any period of less than six months prior or subsequent to a nonexempt purchase of any other shares of PPG stock without subjecting any profit resulting from any such sale and purchase, or purchase and sale, to recovery by PPG. You should consult your personal legal advisor to determine if these restrictions apply to you.



## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

You can obtain, without charge, a copy of the documents incorporated by reference into the Registration Statement on Form S-8 relating to the Plan, other than certain exhibits to such documents by requesting them in writing or verbally from PPG. Such documents are incorporated by reference into this prospectus relating to the Plan, which is intended to meet the requirements of § 10(a) of the Securities Act of 1933, as amended (the “§ 10(a) Prospectus”).

You can also obtain, without charge, all previously furnished Plan information documents that constitute part of the § 10(a) Prospectus and PPG’s Annual Report to Stockholders for its latest fiscal year by requesting them in writing or verbally from PPG.

Requests for any of these documents or any additional information with respect to the Plan and its administrators should be directed to PPG Industries, Inc., One PPG Place, Pittsburgh, PA 15272, to the Attention of: Vice President, Investor Relations, telephone number 1.412.434.3318.

## VOTING SHARES OF PPG STOCK

You may vote or give the trustee direction on how to vote the equivalent shares of PPG stock held in the PPG Stock Fund that are allocated to your Account. Prior to each annual or special meeting of shareholders, you will receive information about the meeting and a proxy or direction card for voting if you are entitled to vote or give the trustee direction on how to vote any shares. The trustee will maintain the confidentiality of your personal voting choices and will not share this information with PPG. If you do not vote or give the trustee direction on how to vote those shares of PPG stock allocated to your Account, those shares will not be voted.

If a tender offer for shares of PPG stock, you may direct the trustee whether to tender those shares of PPG stock allocated to your Account. If you do not direct the trustee to tender shares of PPG stock allocated to your Account, those shares will not be tendered.

You may not vote or give directions regarding the tender of any shares of mutual funds allocated to your Account.

## UNDELIVERABLE DISTRIBUTIONS

If your withdrawal check is returned by the Postal Service as undeliverable, the Savings Plan Service Center will try to locate you. If you cannot be located and you are due funds from the Plan, your withdrawal will be treated as an undeliverable distribution and will be used to reduce PPG’s Matching Contributions.

If you later claim the undeliverable distribution that has been used to reduce subsequent Matching Contributions, you will be entitled to receive a distribution from the Plan equal to the amount of the distribution plus interest from the date the payment was determined to be undeliverable. You will receive the interest the payment would have earned had it been invested in the Stable Value Fund.

Active employees can update their address online through **myPPGRewards.com**. Former employees can update their address by logging onto the Plan Website or by calling the Savings Plan Service Center.



## 11. DEFINITIONS

Certain terms used in this booklet are capitalized. The use of a capitalized term means that term has a special meaning when used in this booklet. The following is a list of capitalized terms used in this booklet and their definitions.

**Account:** Your total account established in your name under the Plan, including your Savings Account and your DCRP Account.

**BIC:** The Benefits Investment Committee, a committee appointed by the Executive Committee that has been delegated with the selection and monitoring of the Plan's investment options and their performance.

**Board:** The board of directors of PPG.

**DCRP Account:** The portion of your Account (or the subaccount) established in your name under the Plan that holds funds attributable to your DCRP Company Contributions and earnings on these contributions.

**DCRP Company Contributions:** Contributions made by PPG on your behalf that are designated as DCRP Company Contributions.

**Employee Contributions:** The before-tax, Roth or after-tax contributions you elect to make to the Plan.

**ERISA:** Employee Retirement Income Security Act of 1974 as amended.

**Matching Contributions:** Contributions made by PPG on your behalf that are designated as Matching Contributions and are calculated based on your Employee Contributions to the Plan.

**Plan:** PPG Industries, Inc. Employee Savings Plan.

**Plan Administrator:** Global Director, Compensation and Benefits.

**Plan Website:** The website at [www.yourbenefitsresources.com/ppg](http://www.yourbenefitsresources.com/ppg). On the Plan Website, you can make Plan transactions and receive information about the Plan.

**Plan Year:** Each 12-month period beginning January 1 and ending on December 31.

**PPG:** PPG Industries, Inc. and, where applicable, its subsidiaries and affiliates that participate in the Plan.

**Savings Account:** The portion of your Account (or the subaccount) established in your name under the Plan that holds funds attributable to your Employee Contributions, rollover contributions, Matching Contributions and the \$150 annual PPG contribution made prior to January 1, 1999 and earnings on these contributions.

**Savings Plan Service Center:** The Savings Plan Service Center assists you with making Plan transactions and receiving information about the Plan. Its telephone number is **1.844.260.3599**.

- [www.yourbenefitsresource.com/ppg](http://www.yourbenefitsresource.com/ppg)
- 1.844.260.3599



**PPG Employee Savings Plan  
Employee Contributions and Matching Contributions  
Summary Plan Description**

**Effective January 1, 2018**

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### NOTE:

The following is a summary of the Employee Contributions and Matching Contributions available under the PPG Industries, Inc. Employee Savings Plan (the “Plan”). This booklet constitutes one component of the summary plan description (the “SPD”) for the Plan. You are encouraged to read this booklet and all other components of the SPD provided to you carefully so that you can understand the retirement benefits that you may be eligible to receive under the Plan.

Certain terms used in this booklet are capitalized. The use of a capitalized term means that the term has a special meaning when used in this booklet. The definitions of capitalized terms are provided in Section 9.

## 1. INTRODUCTION

This booklet provides a summary of the Employee Contributions and Matching Contributions available under the PPG Industries, Inc. Employee Savings Plan (the “Plan”). This booklet constitutes one component of the summary plan description (the “SPD”) for the Plan. You are encouraged to read this booklet and all other components of the SPD provided to you carefully so that you can understand the retirement benefits that you may be eligible to receive under the Plan. Certain terms used in this booklet are capitalized. The use of a capitalized term means that the term has a special meaning when used in this booklet. The definitions of capitalized terms are provided in Section 9.

If you satisfy the eligibility requirements for the Plan, you may make Employee Contributions to the Plan, including before-tax, Roth and after-tax contributions. In addition, if you are eligible for Matching Contributions under the Plan, PPG may make Matching Contributions to your Savings Account. The amount of your Matching Contributions will depend on the amount of your Employee Contributions. Your investment election (described more fully in the booklet titled “Summary Plan Description - General Information”) will direct how your Employee Contributions and Matching Contributions are invested in your Savings Account. Investment earnings and losses, dividends and any fees and expenses are also charged or credited to the funds in your Savings Account.

This booklet is only a summary of the Plan. This booklet and all other components of the SPD are qualified in their entirety by the terms and conditions of the Plan, which are contained in a separate Plan document. If there is any conflict between this booklet or any other component of the SPD and the Plan document, the Plan document will control.

The Plan may be modified, amended or terminated at any time (except that certain limitations apply following a change in control of PPG, as described in the booklet titled “Summary Plan Description - General Information”).

## 2. ELIGIBILITY

You are eligible to participate in the Plan and make Employee Contributions if you are employed in one of the following capacities by PPG or a covered subsidiary or affiliate:

- A full-time salaried employee;
- A full-time nonunion hourly employee;
- A full-time union employee whose collective bargaining agreement provides for participation in the Plan; or
- A part-time, benefits eligible salaried employee.

You are not eligible to participate in the Plan if you are classified by PPG as a casual employee, a co-operative education student, a contract worker or an independent contractor or you are employed in a benefits affiliation that is not eligible to participate in the Plan under the Plan’s administrative procedures.

## 3. ENROLLMENT

You will receive an enrollment kit and an automatic enrollment notice as soon as administratively possible after you first become eligible for the Plan. After reviewing the information, either call the Savings Plan Service Center or log onto the Plan Website to enroll. Your enrollment will be effective as soon as administratively possible based on your pay frequency.

If you do not file an election within 30 days after receiving notice of your right to enroll in the Plan,

you will be automatically enrolled in the Plan and deemed to have elected to make before-tax contributions equal to 4% of your Eligible Earnings. These before-tax contributions will be invested in the Plan's default investment option, as described in the booklet titled "Summary Plan Description - General Information." Unless you elect otherwise, your contribution rate will automatically increase in April of each year by 2% up to a maximum of 10% of your Eligible Earnings. Your contribution rate will be changed only when you elect a different contribution rate or elect to stop contributing to the Plan. If you decide to not enroll when you first become eligible for the Plan, you may enroll at any later time.

When you enroll in the Plan, you should also designate a beneficiary to receive your Savings Account balance following your death.

If you have any questions about enrolling in the Plan, please call the Savings Plan Service Center.

#### **RETIREMENT SAVING EXAMPLE**

##### **BY CONTRIBUTING EACH MONTH TO THE PLAN, YOU HAVE AN OPPORTUNITY TO INVEST IN YOUR FUTURE.**

For example, assume your Eligible Earnings are \$3,000 per month and you make Employee Contributions equal to 6% of your Eligible Earnings each month, or \$180, and that PPG makes Matching Contributions equal to 100% of your Employee Contributions up to 6% of Eligible Earnings. Your Matching Contributions would be \$180. Assuming a 6% annual rate of return, after five years, your Savings Account would grow to \$21,978. After 15 years, your Savings Account would grow to \$91,608. After 30 years, your Savings Account would grow to almost \$316,422!\*

\* This example assumes no withdrawals or loans are taken from the Savings Account and a 6% annual rate of return.

#### **REHIRE**

If you terminate employment and are rehired, you must reenroll in the Plan by logging onto the Plan Website or by calling the Savings Plan Service Center. You should review all Plan provisions and investment fund information since changes might have occurred since you last participated in the Plan.

## **4. EMPLOYEE CONTRIBUTIONS**

As an eligible employee, you may elect to contribute from 1% to 50% of your Eligible Earnings (usually base pay) as any combination of before-tax, Roth and after-tax contributions. Your contribution rate must be in whole percentages. You may change your contribution rate at any time.

If you will be at least 50 years old by the end of the Plan Year, you may also elect to contribute either before-tax or Roth catch-up contributions. Your catch-up election is made in whole dollars and represents the monthly amount you want deducted each pay period.

You must either log onto the Plan Website or call the Savings Plan Service Center to begin making contributions, change your current contribution rate or to voluntarily stop your contributions to the Plan. Any changes will be effective as soon as administratively possible.

When you contribute on a before-tax basis, your contributions go into the Plan before federal income tax has been withheld from your pay. Before-tax contributions reduce the amount of your pay that is subject to federal income tax. Before-tax contributions are subject to FICA (Social Security) tax. When you contribute on an after-tax or Roth basis, your contributions go into the Plan after federal income tax has been withheld from your pay. Taxability of before-tax, Roth and



after-tax contributions for local and state taxes varies from one locality to another.

In addition, if you receive a qualified distribution of your Roth contributions, the earnings on your Roth contributions will not be subject to federal income tax when distributed to you. Your distribution will be qualified if you are at least age 59½ or disabled (or the distribution is made following your death) and the distribution is made at least five years after you first made Roth contributions to the Plan.

The difference between investing on a before-tax basis, an after-tax basis and a Roth basis is the effect your contributions have on your current income tax and the taxation of investment earnings:

Contribution Type	Taxation of Contribution	Taxation of Investment Earnings
Before-tax contributions (including catch-up contributions)	Taxed when withdrawn	Taxed when withdrawn
After-tax contributions	Taxed when made	Taxed when withdrawn
Roth contributions (including catch-up contributions)	Taxed when made	Not taxed if a qualified distribution

#### BEFORE-TAX DEFERRAL EXAMPLE

You elect to contribute 6% on a before-tax basis to the Plan. You have \$3,500 in monthly Eligible Earnings. During the year, you contributed \$2,520 to the Plan, reducing your annual earnings to \$39,480 for federal income tax purposes. Instead of reporting \$42,000 as your earnings to the IRS in Box 1 of your W-2, only \$39,480 is reported as your earnings.

#### BEFORE-TAX AND AFTER-TAX COMPARISON

You have \$3,500 in monthly Eligible Earnings, and you want to contribute 6% (or \$210) each month to the Plan. Your federal income tax rate is 15%. If you make your contributions on a before-tax basis (which means before federal income tax is withheld from your pay), your monthly take-home pay will be calculated as follows:

\$3,500	Your monthly Eligible Earnings
– 210	6% Plan contribution
\$3,290	Taxable earnings
– 493	15% tax liability (15% of \$3,290)
<b>\$2,797</b>	<b>Take-home pay</b>

If you make your contributions after federal income tax is withheld from your pay (either as an after-tax contribution or Roth contribution), your monthly take-home pay will be calculated as follows:

\$3,500	Your monthly Eligible Earnings
– 525	15% tax liability (15% of \$3,500)
\$2,975	Taxable earnings
– 210	6% Plan contribution
<b>\$2,765</b>	<b>Take-home pay</b>

Contributing on a before-tax basis increases your take-home pay by \$32 each month than if you contribute on an after-tax or Roth basis.

## CONTRIBUTION LIMITATIONS

The IRS limits the amount you can contribute to the Plan each year. These limits are adjusted annually.

The maximum you may contribute or that may be contributed on your behalf (sometimes referred to as “total annual additions”) to the Plan is currently the lesser of 100% of your taxable compensation (W-2, Box 1) or the Annual Additions limit as published by the IRS each year.

Annual additions include Employee Contributions, Matching Contributions and DCRP Company Contributions. Catch-up contributions and rollover contributions are not included.

In addition, in certain circumstances contributions are further limited, or capped, for some highly-compensated employees. You will be notified if your contributions are capped.

If eligible, PPG’s Matching Contribution will be based on your Employee Contributions up to a discretionary percentage of your Eligible Earnings. The discretionary percentage is determined by PPG from time to time. Your Employee Contributions in excess of the discretionary percentage will not affect the amount of PPG’s Matching Contribution.

## SUSPENSION

You will be suspended from contributing to the Plan and receiving Matching Contributions for six months if you are under age 59½ and you withdraw after-tax contributions that have been in the Plan less than 24 months or you take a hardship withdrawal. This suspension period will begin no later than the first day of the second month following confirmation by the Savings Plan Service Center that one of the above events occurred. If one of the events above occurs while you are already suspended, a new six-month suspension period will begin.

During a suspension period:

- You are not permitted to contribute to the Plan.
- You will not receive any Matching Contributions.
- You cannot change your contribution rate until your suspension period ends.
- Loan payments will continue to be deducted from your pay.
- You may make withdrawals from your Savings Account.
- You may make fund reallocations and fund transfers.
- You are not permitted to request a new loan.

You will receive a notice shortly before your suspension period ends reminding you that your suspension period is over. Your contributions will automatically be reinstated at the contribution rate in effective prior to the suspension unless you elect a different contribution rate.

## ROLLOVERS

If you are an active Plan participant, you may roll over all or part of your taxable distribution from another employer’s retirement plan, including a 401(k) plan, a Roth 401(k) plan, a 403(a) plan, a 403(b) plan or certain governmental 457 plans or from certain individual retirement accounts or annuities (“IRAs”) into this Plan. You do not need to be contributing to the Plan to be eligible to roll over funds. You are eligible to roll over funds only if your PPG employment status is active. You cannot roll over after-tax monies, Roth IRA funds, education IRA funds, traditional IRA funds, SIMPLE IRA funds in which you participated for less than two years, distributions other than cash, funds received by your spouse, funds received by you as a beneficiary, non-taxable funds or monies distributed to you more than 60 days ago. Once rolled into the Plan, these funds are not

eligible to be withdrawn until you reach age 59½ or terminate employment since these contributions are treated as before-tax contributions to the Plan.

To roll over funds, log onto the Plan Website or call the Savings Plan Service Center. If the rollover is not a direct rollover from another employer's plan, your rollover must be processed and the rollover amount must be received by the Plan within 60 days of the date of the distribution.

Your rollover contribution will be invested in accordance with your investment election on file. If you do not have an investment election on file, your rollover contributions will be invested in the Plan's default investment option (described in the booklet titled "Summary Plan Description - General Information"). Rollover contributions may be either before-tax or Roth contributions and, once in the Plan, are subject to the Plan's provisions regarding these contributions. You may reallocate or transfer these contributions on the same basis as any other funds in the Plan. If you elect a reallocation or transfer of before-tax (or Roth contributions), the rolled over funds will be included.

## 5. MATCHING CONTRIBUTIONS

If you are eligible, you may receive a Matching Contribution of a percentage of your Employee Contributions determined by PPG in its discretion. Catch-up contributions are not eligible for Matching Contributions. Your Employee Contributions will be multiplied by the match rate in effect at that time to determine the amount of your Matching Contributions. Matching Contributions are usually calculated each pay period and are credited to your Savings Account as soon as administratively possible.

Matching Contributions are deposited into the same investment funds as your Employee Contributions and are immediately vested. You will not forfeit Matching Contributions regardless of the reason for termination of your employment or your amount of PPG service.

Special rules apply to certain participants and not all participants will receive the same amount of Matching Contributions (or any Matching Contributions at all). Contact the Savings Plan Service Center for the current rate for Matching Contributions and any special rules that apply to you.

## 6. STATUS CHANGES

The chart below summarizes the Plan features that are available to you based on your status.

Plan Status	Make Contributions	Reallocate or Transfer Funds	Request Partial Withdrawal	Request a Total Distribution	Request Recurring Withdrawal	Request Loans	Make Loan Payment
Accident and Sickness		●	● <sup>4</sup>				●
Active	●	●	● <sup>4</sup>			● <sup>1</sup>	●
Layoff		●	● <sup>4</sup>				●
Long-Term Disability		●	●	●	●		●
Paid Leave of Absence	●	●	● <sup>4</sup>			● <sup>1</sup>	●
Rehire	●	●	● <sup>4</sup>			● <sup>1</sup>	● <sup>2</sup>
Retirement		●	●	●	●		●
Short-Term Disability/Wage Continuance	●	●	● <sup>4</sup>			● <sup>1</sup>	●
Suspension		●	● <sup>4</sup>				●

Plan Status	Make Contributions	Reallocate or Transfer Funds	Request Partial Withdrawal	Request a Total Distribution	Request Recurring Withdrawal	Request Loans	Make Loan Payment
Termination		●	●	●	●		●
Transfer <sup>3</sup>		●	●	●	●		●
Unpaid Leave of Absence		●	● <sup>4</sup>				●

<sup>1</sup> If you have a balance of at least \$2,000 in your Savings Account and other loan eligibility provisions are met.

<sup>2</sup> If you are rehired within 90 days of termination and had a loan prior to termination, loan payment payroll deductions may begin again.

<sup>3</sup> Transfer to a unit or to an employee status not eligible to participate in the Plan.

<sup>4</sup> Subject to restrictions.

### SHORT-TERM DISABILITY OR WAGE CONTINUANCE

If you are on short-term disability or wage continuance, your Employee Contributions and any loan payments will continue to be deducted from your PPG paycheck. Your Employee Contributions and Matching Contributions will be calculated based on your actual gross disability benefit and not on your normal Eligible Earnings. You may change or discontinue your Employee Contributions by calling the Savings Plan Service Center.

If you return to active employment from short-term disability or wage continuance, your Employee Contributions will automatically be deducted from your pay unless you elected to stop making Employee Contributions. If you elected to stop making Employee Contributions, you must call the Savings Plan Service Center or log onto the Plan Website to restart your Employee Contributions. Your monthly loan payments will automatically be withheld from your paycheck if the loan did not default while you were on short-term disability or wage continuance.

### ACCIDENT AND SICKNESS BENEFITS

Your Employee Contributions, Matching Contributions and any loan repayments will stop as soon as you begin to receive accident and sickness (“A&S”) benefits or worker’s compensation. If you return to active employment after receiving A&S benefits, you must call the Savings Plan Service Center or log onto the Plan Website to restart your Employee Contributions. Your monthly loan payments will automatically be withheld from your paycheck if the loan did not default while you were receiving A&S benefits.

### DISABILITY BENEFITS

If you are approved for PPG sponsored long-term disability benefits, you cannot make any additional Employee Contributions to the Plan and you will not receive any additional Matching Contributions. You will be treated as though you terminated employment from PPG for all purposes under the Plan.

### PAID LEAVE OF ABSENCE

During an approved paid leave of absence, your participation in the Plan continues as if you were still actively at work. Your Employee Contributions and any loan payments will continue to be deducted from your pay.

## UNPAID LEAVE OF ABSENCE OR LAYOFF

During an approved unpaid leave of absence or during the first 12 months of layoff your Employee Contributions and any Matching Contributions will be discontinued. You cannot request a new loan from the Plan while on an unpaid leave or layoff.

If your layoff extends beyond 12 months, you will be considered to have terminated your employment for Plan purposes. If you are laid off permanently as a result of a plant shutdown, you may elect to have your Plan employment status changed to “terminated” any time prior to the end of the first 12-month period. If you return to work after 12 months of layoff, you are considered rehired for Plan purposes and you must reenroll in the Plan.

If you return to active employment from leave or layoff, you must call the Savings Plan Service Center or log onto the Plan Website to restart your Employee Contributions. Your monthly loan payments will automatically be withheld from your paycheck if the loan did not default while you were on leave or layoff.

These provisions also apply to any approved leaves under the Family and Medical Leave Act of 1993 (FMLA).

## MILITARY LEAVE

If you are called to active military duty, your participation in the Plan is suspended when your leave begins and you will not be permitted to make any Employee Contributions or receive any Matching Contributions. When you return to active employment with PPG, you must call the Savings Plan Service Center or log onto the Plan Website to restart your Employee Contributions.

You will have the option to make up some or all of the Employee Contributions you missed while you were on active military duty. If you choose to make up any of your missed Employee Contributions, you will also be entitled to any missed Matching Contributions. These contributions will not be adjusted for earnings.

Your scheduled loan payments are suspended while on military leave. When you return to active PPG employment, your loan payments will automatically be withheld from your paycheck. You will not be responsible to make up any loan payments missed while on military leave; they will be added to the end of the loan.

## TRANSFER TO A PPG UNIT NOT ELIGIBLE FOR THE PLAN

If you transfer employment to an affiliate or unit of PPG that is not designated as eligible to participate in the Plan, you may not make any additional Employee Contributions to the Plan or receive any additional Matching Contributions, and you may not request a new loan from the Plan. If you later become eligible to participate in the Plan again, you must call the Savings Plan Service Center or log onto the Plan Website to reenroll.

## 7. LOANS

### LOAN ELIGIBILITY

You are eligible to borrow from your Savings Account if you:

- Are receiving a paycheck (including salary or wage continuance benefits);
- Have a Savings Account balance of at least \$2,000;
- Do not already have two outstanding loans;
- Have not defaulted on a loan in the last 36 months;
- Have not paid off a loan within the past 30 calendar days; and

- Are not suspended from making Employee Contributions due to an in-service or hardship withdrawal.

## APPLYING FOR A LOAN

You can apply for a loan by logging onto the Plan Website or by calling the Savings Plan Service Center. You may only request one loan per month, and you may not have more than two loans outstanding at any one time. You will be asked how much you want to borrow, the type of loan you want and the number of months you would like to take to repay the loan. Your monthly payment amount will then be calculated. Once the loan request is confirmed, a \$75 loan processing fee will be deducted from your Savings Account. In addition, your Savings Account will be charged a \$25 annual loan maintenance fee. (This maintenance fee will not apply if your loan was confirmed prior to January 1, 2013.)

## LOAN TYPES

You may receive either a general purpose loan or a primary residence loan. Since you may have two loans outstanding at any one time, you can have these loans in any combination. General purpose loans can be requested for any reason.

Primary residence loans must be for one of the following reasons:

- The purchase or construction of your principal residence;
- The purchase of land on which your principal residence will be constructed in the near future; or
- The purchase of your spouse's share of a principal residence if you get divorced.

When you request a primary residence loan, you must certify that the loan proceeds will be used for one of these reasons and provide supporting documentation.

## AMOUNT YOU MAY BORROW

The minimum loan amount is \$1,000. You may borrow up to 50% of your Savings Account balance, up to a maximum of \$50,000 reduced by the outstanding principal balance from the past 12 months, including loans that have been paid off during the past 12 months. To determine the exact amount that you may borrow, call the Savings Plan Service Center or log onto the Plan Website.

### MAXIMUM LOAN CALCULATION EXAMPLE

Your highest outstanding loan principal balance during the past 12 months was \$15,000, and your current vested account balance is \$80,000. The maximum you can borrow is the lesser of:

- Half of your \$80,000 vested account balance (or \$40,000);
- \$50,000 reduced by your \$15,000 outstanding loan principal balance (or \$35,000).

Since \$35,000 is less than \$40,000, the maximum amount you can borrow is \$35,000.

## LENGTH OF LOAN AND INTEREST RATE

The repayment period for general purpose loans is between 12 and 60 months. Primary residence loans have a repayment period between 61 and 360 months.

The interest rate charged on your loan will be the prime interest rate reported in *The Wall Street Journal* on the 15<sup>th</sup> business day of the previous month plus 1%. This rate will be applied to all loans confirmed during the month. The interest rate at the time the loan is confirmed is the interest



rate for the duration of the loan. For example, if the prime interest rate on March 15 is 3.25%, then the interest rate for a loan confirmed in April will be 4.25%.

## LOAN MODELING

If you want to calculate what your loan payment would be without requesting a loan, log onto the Plan Website or call the Savings Plan Service Center. This feature is available for your use even if you are not currently eligible to request a loan. You can model either a general purpose or primary residence loan.

## SOURCE OF FUNDS

Your loan will be withdrawn from your Savings Account in the following order:

- Before-tax and Roth contributions and their respective earnings;
- Rollovers and their earnings;
- Matching Contributions and their earnings; and
- After-tax contributions and their earnings.

## LOAN REPAYMENTS

Your loan is repaid through after-tax payroll deductions. If for any reason the full monthly payment is not deducted from your paycheck or if you do not receive a paycheck for any reason, such as when you are on layoff or on unpaid leave of absence, you must pay the monthly payment directly. Contact the Savings Plan Service Center or log onto the Plan Website for additional information regarding how to repay your loan. Failure to make a payment within 30 days will result in your loans being past due. A loan past due through the end of the calendar quarter following the calendar quarter in which the last payment was due will be in default.

Loan payments will be applied to the loan in the month they are received. If payments received exceed your scheduled monthly payment, the excess is applied first to any past due amounts and then toward the principal and interest on the next scheduled payment (and any subsequent scheduled payments if necessary). As you repay your loan, it goes back into your Savings Account as follows:

- The principal portion of your monthly payment is returned to the source of funds in your Savings Account in the reverse order in which it was removed.
- The interest portion of your monthly payment is prorated in your Savings Account across all the sources of funds from which the loan amount was removed.

Both the principal and interest of your monthly loan payment are deposited back into your Savings Account according to your current investment election.

You cannot request that your required monthly loan payments be voluntarily stopped for any reason, including due to filing for bankruptcy, being laid off or taking a reduction in your pay or scheduled hours.

## EARLY LOAN PAYOFF

You can pay off your loan at any time. You may log onto the Plan Website or call the Savings Plan Service Center for information on how to pay off your loan and the loan payoff amount. The loan payoff amount is equal to the outstanding principal due on the loan plus all outstanding interest due on the loan.

## LOANS AND EMPLOYMENT TERMINATION

When you are no longer an active employee, you have the option to continue repaying any outstanding loans. After your termination, you will be sent information describing the process and the steps you must take to continue repaying your loans. If you do not make the required monthly payment, the loan will be re-characterized as a withdrawal at the end of the calendar quarter following the calendar quarter in which the last payment was due. If an outstanding loan is re-characterized as a withdrawal, you may incur both ordinary income tax liability and a 10% early withdrawal tax penalty.

If you have an outstanding loan balance at the time of your death, your beneficiary may repay the loan in full, including the principal balance plus interest accrued up to the date of repayment, or request a distribution without repaying the loan. If your beneficiary does not repay the loan, the outstanding principal loan balance will be treated as taxable to your estate.

## CONSEQUENCES OF A LOAN DEFAULT

Failure to repay a loan on a timely basis will result in the unpaid principal being re-characterized as a withdrawal and will be subject to the same tax rules as any other withdrawal, including potentially being subject to a 10% early withdrawal tax penalty. If you are terminated and your loans default on or after your termination date, this may impact your ability to have a distribution be considered a lump sum distribution for tax purposes.

If you are an active employee and default on a loan, you will not be permitted to request another loan for 36 months from the date of the loan default.

## 8. WITHDRAWALS

Because this Plan is a tax-qualified retirement plan, there are significant consequences that you should consider before requesting a withdrawal or distribution. These consequences are detailed in the Payments Rights Notice available on the Plan Website or by calling the Savings Plan Service Center. You should carefully read the Payments Rights Notice before requesting any withdrawal or distribution from the Plan. You should also consult with your tax advisor before requesting a withdrawal or distribution from the Plan. The Payments Rights Notice also describes federal income tax withholding on withdrawals.

There is a one-time \$25 in-service withdrawal fee for all in-service withdrawals except hardship withdrawals.

### WHEN BALANCES CAN BE WITHDRAWN

Source of Funds	Your Status	Your Age	Withdrawal Rules
After-tax contributions and their earnings <sup>1</sup>	Any status	Any age	Can be withdrawn
Before-tax and Roth contributions and their earnings (includes rollovers from previous employers' plans and catch-up contributions)	Active	Under age 59½	Cannot be withdrawn <sup>2</sup>
	Active	Age 59½ or older	Can be withdrawn
	Terminated	Any age	Can be withdrawn
Matching Contributions deposited into your Savings Account on or before December 31, 1993 and their earnings	Any status	Any age	Can be withdrawn

Source of Funds	Your Status	Your Age	Withdrawal Rules
Matching Contribution deposited into your Savings Account on or after January 1, 1994 and their earnings	Active	Any age	Cannot be withdrawn
	Terminated	Any age	Can be withdrawn
\$150 annual PPG contribution deposited into your Savings Account on or before December 31, 1993 and its earnings <sup>3</sup>	Any status	Any age	Can be withdrawn
\$150 annual PPG contribution deposited into your Savings Account from January 1, 1994 through December 31, 1998 and its earnings <sup>3</sup>	Active	Any age	Cannot be withdraw
	Terminated	Any age	Can be withdrawn

<sup>1</sup>If you are under age 59½, you are suspended from making Employee Contributions for six months if you withdraw contributions that have been in the Plan for less than 24 months.

<sup>2</sup>Except as a hardship withdrawal.

<sup>3</sup>The \$150 annual PPG contribution was eliminated January 1, 1999.

## ORDER OF WITHDRAWALS

Your withdrawal will be made from your Savings Account in the following order (as applicable):

- Pre-1987 after-tax contributions
- Earnings on pre-1987 after-tax contributions
- Post-86 after-tax contributions and earnings
- Matching Contributions
- \$150 PPG contribution
- Before-tax contributions, including catch-up contributions
- Rollover contributions
- Roth contributions, including Roth catch-up contributions
- Roth rollover contributions

Within each of the above, funds will be withdrawn in equal percentages from your investment options.

You can request that funds removed from the PPG Stock Fund to satisfy partial withdrawal requests (except for recurring withdrawals) or total distributions be paid as shares or cash. If a cash withdrawal is requested, the Plan's trustee will sell the shares and the amount withdrawn from the PPG Stock Fund will be paid to you in cash. Withdrawals from the other funds can be paid only in cash. The booklet titled "Summary Plan Description - General Information" describes the manner in which your withdrawals will be taxed in detail.

You may request a withdrawal or distribution by calling the Savings Plan Service Center or logging onto the Plan Website. Unless you request a hardship withdrawal once your in-service withdrawal is confirmed, a one-time \$25 processing fee will be deducted from your Savings Account.

## SUSPENSION FOLLOWING IN-SERVICE WITHDRAWAL

If you receive a withdrawal, your Employee Contributions will be suspended for six months, beginning no later than the first of the second month following confirmation of your withdrawal request by the Savings Plan Service Center. If you make an additional withdrawal while you are suspended, a new six-month suspension period will begin following the month you received the latest withdrawal. You will not receive Matching Contributions during the time you are suspended. You will receive a notice shortly before your suspension period ends reminding you that your suspension period is over and that your contributions will automatically be reinstated at the contribution rate in effect prior to the suspension unless you elect a different contribution rate.

## HARDSHIP WITHDRAWALS

You may withdraw the portion of your Savings Account attributable to your before-tax contributions, including catch-up contributions, and your Roth contributions (reduced by any loss, but not increased by any gain) if you are under age 59½ and have a financial hardship.

To request a hardship withdrawal, you must log onto the Plan Website or call the Savings Plan Service Center. You will be required to submit proof supporting the reasons for the hardship withdrawal. In addition, before your hardship withdrawal is approved, you must borrow the maximum loan amount allowed under the Plan, request any available in-service withdrawals available from the Plan and exhaust all other reasonably-available resources.

Financial hardship includes expenses related to:

- Purchase of your principal residence;
- Prevention of eviction or foreclosure on the mortgage of your principal residence;
- Payment of tuition, room, board or educational fees (but not books) for the next 12 months of post-secondary education for yourself, any dependent or your primary beneficiary;
- Incurred uninsured health care expenses for you or any dependent that would be deductible (without regard to the 7.5% adjusted gross income threshold);
- Burial or funeral expenses for your deceased parent, child, dependent or primary beneficiary; or
- Expenses for the repair of damage to your principal residence that would be deductible (without regard to the 10% of adjusted gross income threshold).

You will be suspended from making Employer Contributions to the Plan for six months following your withdrawal.

## WITHDRAWALS FOLLOWING TERMINATION OF EMPLOYMENT

You may withdraw all or any portion of your Savings Account at any time following your termination of employment with PPG. To request a withdrawal of funds from your Savings Account, contact the Savings Plan Service Center or log onto the Plan Website.

Before you request a withdrawal or distribution, you should carefully review and understand the information in the Payment Rights Notice that is available on the Plan Website. You should also consult with your tax advisor to determine the financial impact of receiving a withdrawal or distribution, as each individual's situation is unique.

You may elect to have the withdrawal paid to you. Alternatively, you can elect to have the withdrawal paid to another eligible retirement plan, IRA or Roth IRA. (This is called a "direct rollover.")

If, following your termination of employment, your vested balance in your total account under the

Plan (including all funds attributable to Employee Contributions, Matching Contributions and DCRP Company Contributions) is greater than \$5,000, you may defer the distribution of your account. However, you must begin receiving a legally required minimum distribution from your account by April 1 of the year following the year that you attain age 70½ (or the year that you terminate employment with PPG or any of its affiliated companies, if later) and each year thereafter. Required minimum distributions may not be rolled over to another retirement plan, IRA or Roth IRA.

If your vested balance is less than \$1,000 and you do not provide any instructions as to whether your account should be paid to you or rolled over to another retirement plan, IRA or Roth IRA, the distribution will be paid to you in cash, less applicable withholding taxes, as soon as administratively possible following your termination of employment. If your vested balance is between \$1,000 and \$5,000 and you do not provide any instructions as to whether your account should be paid to you in cash or rolled over to another retirement plan, IRA or Roth IRA, the Plan will establish an IRA in your name and roll your monies over to the IRA as soon as administratively possible following your termination of employment. The IRA provider selected by the Plan will invest the rollover funds in an investment designed to preserve principal and provide a reasonable rate of return and liquidity (such as an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA when you are entitled to a distribution. Contact the Plan Administrator for additional information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and expenses associated with the IRA.

## RECURRING WITHDRAWALS

If you are retired or terminated employment, you may elect to have an automatic monthly withdrawal from your Savings Account for any amount by calling the Savings Plan Service Center. You may have your recurring withdrawal amount directly deposited into your bank account. The specific amount of cash you request, less any applicable taxes, will be distributed to you each month until you discontinue or change the amount of the recurring withdrawal.

You must call the Savings Plan Service Center to discontinue or change your current recurring withdrawal amount. Recurring withdrawal amounts are paid only in cash, including any funds withdrawn from the PPG Stock Fund. While receiving recurring withdrawals, you may also request a partial withdrawal if you need additional funds from the Plan.

A recurring withdrawal may be rolled directly into an IRA or another retirement plan.

## 9. DEFINITIONS

Certain terms used in this booklet are capitalized. The use of a capitalized term means that term has a special meaning when used in this booklet. The following is a list of capitalized terms used in this booklet and their definitions.

**DCRP Company Contributions:** Contributions made by PPG on your behalf that are designated as DCRP Company Contributions.

**Eligible Earnings:** For any month, your monthly base pay, excluding commissions, incentive compensation, bonuses, salary deferrals, overtime, extended work week, shift or other premiums, cost of living or foreign service allowances payments under, advisory service consulting or independent contract agreements, deferred compensation, security benefit account contributions, earnings growth awards, payments under certain severance plans sponsored by PPG or any other special payments, fees or allowances. If you are paid an hourly wage, the hourly rate on file as of the first day of the pay period is multiplied by the salary basis annual hours, then divided by 52 weeks for weekly paid employees, or 26 weeks for bi-weekly paid employees. For Delaware, OH hourly paid employees, the rate is multiplied by 173.33 to obtain your monthly base earnings amount.

**Employee Contributions:** The before-tax, Roth or after-tax contributions you elect to make to the Plan.

**Matching Contributions:** Contributions made by PPG on your behalf that are designated as Matching Contributions and are calculated based on your Employee Contributions to the Plan.

**Plan:** PPG Industries, Inc. Employee Savings Plan.

**Plan Administrator:** Global Director, Compensation and Benefits.

**Plan Website:** The website at [www.yourbenefitsresources.com/ppg](http://www.yourbenefitsresources.com/ppg). On the Plan Website, you can make Plan transactions and receive information about the Plan.

**Plan Year:** Each 12-month period beginning on January 1 and ending on December 31.

**PPG:** PPG Industries, Inc. and, where applicable, its subsidiaries and affiliates that participate in the Plan.

**Savings Account:** The portion of your account (or the subaccount) established in your name under the Plan that holds funds attributable to your Employee Contributions (including before-tax, Roth and after-tax contributions), rollover contributions, Matching Contributions and the \$150 annual PPG contribution made prior to January 1, 1999 and earnings on these contributions.

**Savings Plan Service Center:** The Savings Plan Service Center assists you with making Plan transactions and receiving information about the Plan. Its telephone number is **1.844.260.3599**.



- [www.yourbenefitsresource.com/ppg](http://www.yourbenefitsresource.com/ppg)
- 1.844.260.3599