

## GENERAL PURCHASE CONDITIONS

### Article 1. Definitions

In these purchase conditions the terms and expressions used below are defined as follows:

- *client*: Saint-Gobain and all its operating companies, user of these purchase conditions;
- *supplier*: the counter party of the client;
- *agreement*: the written agreements between the client and the supplier regarding the delivery of goods and/or services;
- *delivery*: handing over for possession, one or more objects, respectively bringing under the control of the client and/or the possible installation / assembly of these objects and/or provision of services;
- *objects*: material objects to be delivered;
- *parties*: client and supplier.

### Article 2. Applicability

- 2.1 In the event of contradictions, special agreed commitments shall prevail over these purchase conditions.
- 2.2 These general purchase conditions apply to all agreements for the delivery to or for client by the supplier, with the exclusion of any general sales and/or delivery conditions of the supplier. These terms and conditions set aside all prior written or verbal agreements, understandings or communications between the parties, including any general terms and conditions of sale and/or delivery of the supplier. Deviations from these terms and conditions only apply if they have been expressly confirmed in writing by the client.

### Article 3. Establishment of the Agreement

- 3.1 The agreement is concluded if the client places an order with the supplier and this order is accepted by the supplier. In addition to express acceptance, an order from the client is deemed to have been accepted by the supplier if the supplier does not inform the client within 10 days that it does not accept the order in question. Acceptance by the supplier of an order from the client also implies acceptance of these terms and conditions, as part of the purchase agreement.
- 3.2 In the case of framework agreements, the agreement is concluded every time the order for a (partial) delivery is sent by the client, within the framework of the framework agreement. In these general purchasing conditions, a framework agreement is understood to mean a long-term or annual agreement between the client and the supplier, with regard to prices and conditions of goods and/or services to be supplied by the supplier, without the client being obliged to purchase and the supplier being obliged to deliver.
- 3.3 In some cases, the order procedure can also take place by means of fax messages, EDI connections, etc., where these are equated with written documents.
- 3.4 If, in the execution of the agreement, use is made of drawings, models, specifications, instructions, inspection regulations and the like made available by the client or approved by the client, these form part of the agreement.
- 3.5 The client is not bound by changes in the order or in the assignment, which are proposed and/or made by the supplier after the order has been placed, nor to the consequences of such a change, unless this change and consequences have been accepted in writing by the client.

### Article 4. Joint and several liability

If the agreement is concluded between the client and 2 or more suppliers jointly, or if any obligation under that agreement rests on 2 or more (legal) persons, the latter are always jointly and severally bound towards the client.

### Article 5. Prices

- 5.1. The prices are exclusive of VAT and include all costs associated with the fulfilment of the supplier's obligations.
- 5.2 The rates and price offers presented by the supplier are binding on the supplier.
- 5.3 The agreed prices are fixed and non-deductible, excluding VAT, and are based on the delivery conditions "delivered duty paid" (DDP) client, unless otherwise stated on the order. In case of delivery times longer than usual, any price decreases on the world market will be passed on.

### Article 6. Packaging

- 6.1 The goods must - insofar as necessary - be properly packed and marked, and must reach the place of destination in good condition with normal transport. The supplier is liable for damage caused by insufficient packaging.
- 6.2. The client has the right at all times to return packaging materials to the supplier or to require the supplier to take back packaging materials.
- 6.3 Return shipment of packaging materials is at the expense and risk of the supplier to the shipping address of the supplier.
- 6.4 Processing or destruction of (transport) packaging materials is the responsibility of the supplier. If packaging materials are processed or destroyed at the request of the supplier, this is done at the risk and expense of the supplier.

### Article 7. Delivery

- 7.1 The latest edition of the "Incoterms", published by the International Chamber of Commerce in Paris apply for the interpretation of delivery conditions.
- 7.2 Delivery takes place DDP at the place of delivery that was agreed in writing, at the agreed time, or within the term.
- 7.3 Without prejudice to the right of the client to demand fulfilment of the agreement or without prejudice to the right of the client in accordance with the provisions of article 20, in the event of any failure on the part of the supplier with regard to the provisions of these terms and conditions, the client has the authority to impose a fine on the supplier of 5% of the purchase price of the entire order with a minimum amount of € 1.000,00 and that without prejudice to any right to compensation for damage on the part of the client.

- 7.4 As soon as the supplier knows or should know that the delivery will not take place, will not take place on time or will not take place properly, it will immediately notify the client in writing, stating the circumstances that are the causing this shortcoming. Without prejudice to the right of the client in accordance with the provisions of Article 21, the parties will discuss whether, and if so, in what way, the situation that has arisen can still be settled to the satisfaction of the client.
- 7.5 If for any reason the client is unable to take receipt of the goods at the agreed time according to the established schedule, the supplier shall keep the goods safe and secure and take all reasonable measures to prevent deterioration in quality until they have been delivered. The client will then be obliged to pay a reasonable compensation for the costs related to the interventions of the supplier.
- 7.6 Under delivery is also understood, delivery at the expense of the supplier of all associated aids as referred to in article 18 and all associated documentation such as drawings, quality, inspection and warranty certificates, service manuals, instruction books and manuals.
- 7.7 Delivery in this article also includes a partial delivery.
- 7.8 Inspection, control and/or testing of goods in accordance with the provisions of article 10 does not imply delivery or acceptance.
- 7.9 Every complete, partial or joint delivery must be accompanied by or preceded by a statement or shipping list with the order, article and package numbers and the quantitative and qualitative detailed information about the goods, on the understanding that there is a statement per order.

### Article 8. Quantity

Unless it is expressly stipulated in the agreement that these are non-deductible quantities, the quantities stated in the order have been stated as accurately as possible and must be delivered as much more or less as the client requests, without the supplier being entitled to demand price adjustments per unit.

### Article 9. Acceptance and refusal

- 9.1 The delivery is only deemed to have been accepted by the client when the delivery has been approved. The client has the right to reject the delivered goods up to 14 days after the date of delivery, so that all other periods within which a complaint must be made, if and insofar as these may be applied by the supplier, do not apply to the client.
- 9.2 Approval and acceptance only apply to the quantity and appearance of the delivered goods. If the goods are delivered packed and bundled, approval and acceptance only relate to the quantity and the external condition of the packages.
- 9.3 The client is entitled to suspend payment for rejected goods and, in the event of a second rejection after repair or replacement by the supplier, to completely refuse to make payment.

### Article 10. Quality guarantee, inspection

- 10.1 The supplier has a quality control system, such as ISO 9001, and guarantees that all products that will be delivered to the client meet the purchase specification. The supplier will check all relevant parameters in the purchase specification before the products are sent to the client. If a parameter does not meet the purchase specification, the supplier will contact the client immediately. The client will then determine whether the products will be accepted. A certificate of conformity can be requested by the client, which must show that the products meet the purchase specification and in which the tested parameters, during and/or after production, are displayed. The supplier guarantees that the delivered goods comply with the agreement and that the goods have the properties that have been promised, are free from defects, are suitable for the purpose for which they are intended and meet the legal requirements and other government regulations as well as the requirements of the safety and quality standards used within the industry, all as they apply at the time of delivery.
- 10.2 Inspection, control and/or testing by the client or by persons or bodies designated for that purpose by the client can take place both prior to the delivery and during or after the delivery.
- 10.3 To this end, the supplier will grant access to the places where the goods are produced or stored and cooperate with the desired inspections, checks and tests and provide the necessary documentation and information at its expense.
- 10.4 The supplier will inform the client in good time, in advance, of the time at which inspection, control and/or testing can take place.
- 10.5 The supplier is authorized to be present during the inspection, check and/or test.
- 10.6 The costs of inspection, checking and/or testing are for the account of the supplier. The same applies to re-inspection respectively re-checking and re-testing.
- 10.7 If the goods are rejected in whole or in part during inspection, checking and/or testing before, during or after delivery, the client will notify the supplier of this (in writing).
- 10.8 Inspection or testing of a good as well as the results thereof can never be regarded as any acknowledgement by the client of its soundness and do not release the supplier from any liability in this regard.
- 10.9 If the supplier does not retrieve the rejected item within a period to be set by the client, the client has the right to return the item to the supplier at the latter's expense and risk.
- 10.10 In the event of rejection of the items during or after delivery, the ownership and risk of the rejected items transfer to the supplier from the date of the notification referred to in the previous paragraph.
- 10.11 If the goods, irrespective of the results of any inspection, checking and/or testing, appear not to comply with the provisions of paragraph 1 of this article, the supplier shall repair or replace the goods at the clients discretion, on first demand, at its own expense, unless the client prefers dissolution of the agreement and without prejudice to any right to compensation on the part of the client.

## GENERAL PURCHASE CONDITIONS

- 10.12 The supplier will at all times be in possession of a safety certification (VCA certificate) during service activities at the client. The VCA certificate must be handed over to the client before the start of the services.
- 13.3 The supplier may not make or carry out any changes without the written order or permission of the client.

### Article 11 Guarantee

Only for the Netherlands:

- 11.1 Without prejudice to the other claims of the client, the supplier will repair all defects occurring during the guarantee period, at its own expense, on demand from and in consultation with the client, as soon as possible.
- 11.2 If, in the opinion of the client, the supplier does not, not timely and/or not properly deal with the defect, or if the elimination of the defect cannot be delayed, the client is free, after written notification, to carry out or have this carried out at the expense of the supplier. The client is entitled to recover these costs from the supplier, for example by deduction from payments still owed to the supplier.
- 11.3 After the expiry of the applicable guarantee period, the supplier remains liable for hidden defects for a period of 5 years. Hidden defects are understood to mean a defect that could not reasonably have been discovered by the client during the inspection of the goods.

Only for Belgium / Luxembourg

- 11.4 By accepting the order, the supplier assumes at least all legal guarantees and/or common law guarantees. By accepting the order, the supplier also acknowledges that it is fully aware of the use for which the delivered goods are intended and guarantees their full conformity with this use, with the specifications of the order form and in general. It also guarantees the good merchantable quality of the goods, which must be free from deficiencies and defects, both with regard to the raw materials and workmanship. Any defective, non-compliant and late delivery will be returned to the supplier at its expense and risk. The corresponding invoice will therefore be cancelled.  
The supplier must add the "standard guarantee supplier/manufacturer" and the "guarantee service" with (in triplicate) the invoice and hand this over to the client. As long as the guarantees are not provided, the invoice amounts cannot become due and payable.

### Article 12 Product Compliance

- 12.1 The products shall conform to all environmental and health regulations in force applicable to such products including, but not limited to, the following ones and their developments: (i) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); (ii) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"); (iii) Regulation (EU) No 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants ("POPs"); (iv) the consolidated version of the Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP"); (v) any national legislation adopted by a Member State of the European Union to implement REACH, RoHS, POPs or CLP or any other environmental or health regulations; and (vi) any other similar regulation of any jurisdictions applicable within the framework of this agreement. On first request of the client, the supplier shall provide the client with proof of compliance with the foregoing in the form requested by client.
- 12.2 Moreover, should these products be subject to an application for inclusion in the European Chemical Agency's (ECHA) candidate list of substances of very high concern, the supplier shall inform the client as soon as he is aware of such application. This obligation shall also apply in the case of sale to the client of mixtures or articles containing such substances.
- 12.3 In addition, in the event that the products supplied to the client are subject to authorization or restriction, the supplier undertakes to inform in writing the client of any restrictions and prohibitions of use that affect these products and of any possibility to substitute such products.
- 12.4 The supplier undertakes to inform the client with a minimum of six (6) months' written notice if, in the course of the present agreement, it intends either to modify the ingredients and/or technical characteristics of the products supplied or to stop selling them, without prejudice of any more stringent regulation regarding the minimum notice period to be respected in case of contract termination.
- 12.5 The products shall be accompanied by any information that is necessary in order to enable the client to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European and/or national regulations in force or, if such SDS is not mandatory, consist in all relevant information referred to in REACH and particularly its articles 32 and 33.
- 12.6 Notwithstanding anything to the contrary therein, the supplier guarantees the client against any and all financial consequences arising from the supplier's non-compliance with its obligations resulting from the environmental and health regulations in force and the present article.

### Article 13 Changes

- 13.1 The client is authorized to request that the size and/or quality of the goods to be delivered are/will be changed. The client is authorized to make modifications to the drawings, models, instructions, specifications and the like with regard to the goods to be delivered.
- 13.2 If, in the opinion of the supplier, this has consequences for the agreed fixed price and/or delivery time, it will inform the client as soon as possible, but at the latest within 8 days after notification of the required change, before acting on the change, in writing. If, in the opinion of the client, these consequences for the price and/or delivery time are unreasonable in relation to the nature and scope of the change, the client has the right to dissolve the agreement by means of a written notification to the supplier, unless this would be manifestly unreasonable in view of the circumstances. A dissolution on the basis of this paragraph does not entitle either party to compensation for any damage.

### Article 14 Chain liability

- 14.1 The supplier can only transfer an obligation under the agreement to a third party with the prior written consent of the client. This consent may have reasonable conditions attached to it.
- 14.2 If the supplier assigns the delivery to another party after obtaining written permission from the client, it must immediately draw up a written contract, of which the conditions of this agreement must form part, in such a way that the original supplier takes the legal position of the original client and the other that of the original supplier.
- 14.3 When hiring workers, the supplier is obliged to strictly comply with the administrative conditions laid down by or pursuant to the applicable legislation and regulations with regard to social insurance and the supplier is also obliged to indemnify the client against any claims in this regard.
- 14.4 The Supplier guarantees that, with regard to the personnel or third parties it engages in the implementation of the agreement, the legal obligations to pay social insurance premiums and wage tax are met. To this end, it must submit the supporting documents at the request of the client.
- 14.5 The supplier indemnifies the client against any claim by the relevant Social Security Board or the Tax Authorities.
- 14.6 The supplier undertakes, at the request of the client, to submit a statement from a chartered accountant to the client, which shows to the satisfaction of the client:
- that the supplier has paid the social insurance and wage tax contributions, due for the period in which the supplier has made employees available to the client, on time, completely and properly;
  - that the supplier has at all times provided a correct and complete statement to the social insurance institution charged with the collection, the Industrial Insurance Board or the Tax Authorities with regard to the aforementioned levy of social insurance contributions and/or wage tax.
- 14.7 Without prejudice to the other provisions in this article, the supplier will keep such administration that the actual wage costs can be determined per project. The client has the right to inspect this administration at all times. The supplier will state the actual wage costs on every invoice.
- 14.8 In that case, payment as referred to in article 14 will take place by 50% of the actual wage costs being transferred by the client to the G-account of the supplier.
- 14.9 If the "reverse charge procedure on VAT" applies to the agreement, the supplier will state this on every invoice.
- 14.10 At the request of the client, the supplier will submit the original of a recent statement of payment behaviour of the Industrial Insurance Board and the Tax Authorities.

### Article 15 Personnel charged with the provision of goods or services

- 15.1 Supplier is responsible for the control over persons charged with the implementation of the agreement.
- 15.2 The supplier guarantees that every person who works on its behalf on the client's premises will comply with the client's rules and instructions as laid down in the documents from the client known to the supplier, such as site regulations, specifications, etc. Every infringement by the supplier or any person involved in the implementation for the supplier of these rules and instructions gives the client the right to dissolve the agreement immediately, without notice of default and judicial intervention.

### Article 16 Foreign Nationals Employment Act / WagwEU Act

- 16.1 If the supplier performs work for the client and has this work performed by a foreign national within the meaning of the Foreign Nationals Employment Act of 21 December 1994, the supplier shall immediately inform the client of this.
- 16.2 The supplier undertakes to strictly comply with the obligations under the Foreign Nationals Employment Act.
- 16.3 The supplier is liable for all fines, damages and costs that have or will arise in this context and that are imposed or have arisen on the client as an employer.
- 16.4 Supplier shall comply with the WagwEU rules. If supplier deploys personnel or subcontractors from abroad to perform work in the Netherlands, it must register the employees in accordance with the prescribed rules and prior to commencement of the work via [www.postedworkers.nl](http://www.postedworkers.nl).

### Article 17 Documentation

- 17.1 The supplier is obliged to make accompanying documentation available to the client prior to or at the same time as delivery, failing which the client may suspend payment until this documentation is in its possession.
- 17.2 The client is free to use this documentation, including copying it for its own use.

### Article 18 Resources

- 18.1 Materials, drawings, calculations, models, moulds, instructions, specifications and other resources made available by the client or purchased or manufactured by the supplier for the purpose of delivery to the client remain the property of the client or become the property of the client at the time of purchase or manufacture.
- 18.2 The supplier is obliged to mark the resources referred to in the previous paragraph as recognizable property of the client, to keep them in good condition and to insure them at its expense against all risks as long as the supplier acts as holder of those resources.
- 18.3 The resources will be made available to the client on first request or at the same time as the last delivery of the goods to which the resources relate.
- 18.4 Resources used by the supplier in the implementation of the agreement will be submitted to the client for approval at the first request of the client.
- 18.5 Changes to or deviations from the resources made available or approved by the client are only permitted with the prior written approval of the client.

## GENERAL PURCHASE CONDITIONS

- 18.6 The supplier will not (have others) use the resources for or in connection with any purpose other than delivery to the client, unless the client has given prior written permission for this.
- 21.2 Without prejudice to the liability or responsibility of the supplier under its obligations and/or responsibilities under article 10.1. above, the supplier is liable for all damage suffered by the client or by third parties as a result of a defect in its product as a result of which it does not offer the safety, quality, functionality and performance that one is entitled to expect.

### Article 19 Health and safety

- 19.1 The supplier guarantees that all deliveries comply with all European and local legal provisions applicable at that time regarding health, safety and the environment and that all relevant legal documents are delivered to the client. The supplier subscribes to the latest version of the European 'REACH' Regulation No. 1907/2006 of 18 December 2006 with regard to the registration, evaluation, authorization and restriction of chemical substances as well as the European Regulation (CE) "EU-GHS" number 1272/2008 on the classification, labelling and packaging of substances and mixtures, with the aim of protecting human health and the environment through better and timely identification of the intrinsic properties of chemical substances.
- 19.2 When using a chemical substance, the supplier will comply with the requirements prescribed by the 'REACH' regulation in that context, including:
- a. timely registration of the substance with the European Chemicals Agency;
  - b. supply and use only those substances which:
    - are duly authorized for the intended use of the substance by the client;
    - comply with the measures imposed in the 'Reach' regulation.
- 19.3 The supplier will inform the client of any change in the application of the 'REACH' regulation with regard to the substance (such as a ban on the use of a substance) and of possibilities that may replace the substances.
- 19.4 The supplier will deliver the substance packaged as prescribed by the UN Globally Harmonized System of Classification and Labelling of Chemicals (GHS). The delivery will be accompanied by accompanying product information and with due observance of the requirements in this regard in the 'REACH' regulation.
- 19.5 If and insofar as the 'REACH' regulation prescribes this, the supplier must provide the corresponding safety data sheet. This safety data sheet must comply with the requirements of the 'REACH' regulation, regardless of the origin of the product.
- 19.6 In addition, the supplier is obliged to inform the client if SVHC substances (being substances with a high risk; "substances of very high concern"), as defined in the 'REACH' regulation, exceed a concentration of 0.1% w/w (weight by weight), are present.
- 19.7 If the supplier wishes to change ingredients and/or technical properties of the substance, or the delivery or use of the substance itself, the supplier will inform the client of such a change at least 6 months in advance.
- 19.8 The supplier indemnifies the client wholly and unconditionally against any liability, claim, damage, loss and/or costs, including (extra) judicial costs, or legal action instituted or suffered against the client in connection with or arising from the (possible) violations of the rules of the 'REACH' regulation and/or the 'EU-GHS' regulation, caused directly or indirectly by the supplier due to violation of this and/or one or more of the above-mentioned article(s).

### Article 20 Invoicing and payment

- 20.1 Payment of the invoice, including VAT, will take place within 60 days of receipt of the invoice (in case the supplier is an SME, payment will take place within 30 days of receipt of the invoice). When paying within 10 days after receipt of the invoice, the client is entitled to a payment discount of 3%, which the client may settle immediately with its payment.
- 20.2 The supplier is obliged to submit its final statement to the client within 4 weeks after the last delivery. Deliveries already made and approved will be paid on the understanding that payment thereof, in the event of an attributable shortcoming on the part of the supplier, will be made after deduction of damage and costs that the client suffers and/or will suffer as a result of an attributable shortcoming. If and insofar as the deliveries entail that the quantities in its final invoice deviate from the quantities approved in writing in advance by the client and the client has not received the revised final invoice within the aforementioned period, the supplier is no longer entitled to payment of claims in excess of the originally agreed quantities.
- 20.3 The supplier is not entitled to increase the invoice with a so-called credit limitation surcharge.
- 20.4 In the event of disputes arising from the agreement concluded with the client, the supplier is not entitled to take (precautionary) seizure measures at the expense of the client.
- 20.5 The client is entitled to suspend payment if it finds a shortcoming in the goods and any installation / assembly thereof.
- 20.6 The client has the right to reduce the amount of the invoice by amounts that the supplier owes to the client.
- 20.7 Payment by the client in no way implies a waiver of rights and does not release the supplier from any guarantee and/or liability as they arise from the agreement or from the law.
- 20.8 The supplier is obliged to state the date of the order concerned, the order number of the client and the description of the goods on the invoice and accompanying documents.
- 20.9 The client is authorized to require that the supplier has an unconditional and irrevocable bank guarantee issued at its expense by a banking institution acceptable to the client in order to guarantee the fulfilment of the supplier's obligations.
- 20.10 Invoices must be sent digitally, in the manner indicated by the client.
- 20.11 Invoices that do not meet the requirements set out in the previous paragraphs will be returned without being processed.

### Article 21 Liability

- 21.1 The delivered goods must be unloaded and stored in accordance with the instructions of the client. Breakage and/or damage caused during loading, transport and/or during unloading or stacking are at the expense of the supplier, even if the breakage and/or damage is discovered later, unless the supplier demonstrates that the damage was caused by intent or gross negligence on the part of the client.
- 21.3 The supplier is liable for all damage suffered by the client or by third parties as a result of acts or omissions on the part of itself, of its personnel or of those involved by it in the implementation of the agreement.
- 21.4 The supplier indemnifies the client against claims by third parties for compensation for damage on the basis of liability as referred to in this article and will, at the first request of the client, reach a settlement with those third parties, or defend itself in court, instead of or jointly with the client – all this at the discretion of the client – against claims as referred to above.
- 21.5 Personnel and employees of the client are regarded as third parties for the application of this article.
- 21.6 The supplier will take out adequate insurance against the liability as referred to in this article (including, if applicable, for cyber-security risks) and, if desired, will allow the client to inspect the policy.

### Article 22 Insurance

- 22.1 The supplier is obliged to insure the financial consequences of its liability, without reference to, exception for or passing on to insurance policies, whether or not previously concluded, including liability insurance policies of other parties, whether or not known to the client at the time of entering into the agreement and to maintain this insurance throughout the term of the agreement. Insurance of its liability does not affect the liability of the supplier under the agreement or the law.
- 22.2 The insurance obligation referred to in paragraph 1 in any case includes insurance for product and service liabilities even after delivery, always including liability for any cause by fire and/or explosion. Furthermore, the supplier will in any case insure all goods that it has or will receive from the client against damage of any kind caused during the period that the goods are in the care of the supplier. Where applicable to the products and/or services, the supplier will take out and maintain appropriate insurance that also covers cyber-security risks.
- 22.3 Whether the supplier acts in the capacity of producer or not, its liability insurance must in any case also fully include its liability towards ultimate purchasers of its product after delivery. The foregoing applies regardless of where these clients function in a chain of onward deliveries to the client or to third parties and regardless of who these clients could be liable to.
- 22.4 When delivering goods or using motor vehicles and other rolling material, the supplier must insure liability for damage to the client and/or third parties, for which there is an insurance obligation under the Motor Vehicle Liability Insurance Act and/or the Motor Vehicle Transport Act.
- 22.5 At the client's first request, the supplier is obliged to provide the client with copies of the insurance policies of the insurance company, as well as copies of the correspondence relating to contribution payments. In the event that the supplier fails to fulfil its insurance obligations, the client is entitled to fulfil these obligations on behalf of and at the expense of the supplier.
- 22.6 Without prejudice to the supplier's liabilities under the agreement or the law, the supplier must insure the aforementioned liabilities up to a cover amount, failing which at least an amount of €500.000,00 per claim applies. The insurance must be taken out with reputable insurers.

### Article 23 Intellectual and industrial property rights

- 23.1 The intellectual property rights, including copyrights, trademark rights, design rights and patent rights, which rest on documents, drawings, models, etc., which have been provided by the client to the supplier, belong exclusively to the client.
- 23.2 The supplier guarantees the free and undisturbed use by the client of the delivered goods. It indemnifies the client against the financial consequences of claims from third parties due to infringement of their intellectual and industrial property rights.
- 23.3 The supplier is entitled to use the information provided by the client, but only in connection with the agreement. This information is and remains the property of the client.

### Article 24 Risk and transfer of ownership

- 24.1 The full and unencumbered ownership of and the risk for the goods will transfer to the client upon delivery or assembly and approval pursuant to article 10. Delivery is understood here to mean that the goods have actually been unloaded and signed for receipt. The client does not accept any retention of ownership.
- 24.2 If the supplier postpones the shipment at the request of the client, the ownership of the goods will transfer to the client on the date that was further agreed between the client and supplier. In such a case, the supplier is obliged to store the goods separately from that date as the apparent property of the client. The goods will nevertheless remain at the risk of the supplier as holder of the goods until the goods have been delivered to the client at the agreed place or places.
- 24.3 The supplier shall not outsource the performance of its obligations under the agreement, in whole or in part, to third parties without the prior written consent of the client.
- 24.4 The client has the right to attach conditions to the consent.
- 24.5 In urgent cases and in addition if, after consultation with the supplier, it can reasonably be assumed that the supplier cannot or will not fulfil its obligations under the agreement, or not in a timely manner or properly, the client is authorized to require that the supplier outsources the performance of the agreement in whole or in part to third parties at its own expense and risk. This does not release the supplier from its obligations under the agreement. The client is also authorized, at its own discretion, to perform the supplier's obligations at the expense and risk of the supplier itself or to have them performed by third parties.

## GENERAL PURCHASE CONDITIONS

### Article 25 Confidentiality

- 25.1 The supplier guarantees confidentiality towards third parties of all company information, for example with regard to company assets, business operations and other data originating from the client, which has come to its knowledge or was brought to its attention in any way.
- 25.2 The supplier is not permitted to reproduce company information relating to the agreement or to make it available to third parties for inspection, other than necessary in the context of the implementation of the agreement and after written approval from the client.
- 25.3 All data, documents and other company information made available by the client to the supplier under the agreement remain the property of the client at all times and must be returned at the first request of the client or at the latest upon delivery.
- 25.4 The supplier shall also impose the obligations referred to in this article on personnel and third parties involved by the supplier in the implementation of the agreement.
- 25.5 In some cases, the client has the right to have personnel of the supplier and third parties involved by the supplier in the implementation of the agreement, to sign non-disclosure agreements.
- 25.6 In the event of violation of the provisions of the previous paragraphs, the supplier will forfeit an immediately due and payable fine of € 10,000,00 per violation, without prejudice to the right of the client to claim full compensation for the damage suffered by it.

### Article 26 Order, safety and the environment

- 26.1 The supplier and its personnel or the third parties that the supplier engages, are obliged to observe government safety and environmental regulations when implementing the agreement and, moreover, to comply with the regulations, instructions and directions applicable at the place of delivery or performance with regard to order, safety, the environment and control.
- 26.2 The supplier and its personnel or the third parties that the supplier engages are obliged to follow the instructions and/or directions with regard to order, safety, the environment and control on the part of the client and/or persons designated for that purpose at the place of delivery or performance, if the circumstances so require.

### Article 27 Safety instructions with orders to (sub) contractors

- 27.1 The supplier must assure the client that its employees and subcontractors are fully aware of, and will work in accordance with, the applicable health and safety legislation and regulations, as well as the instructions of the client and the EHS rules of the client. A copy of these EHS rules of the client will be sent, free of charge, at first request.
- 27.2 The client reserves the right to inspect the health and safety facilities of the supplier and of all subcontractors. Representatives of the client will at all times have free access to the infrastructure in order to be able to perform this inspection. If these health and safety facilities and/or measures taken comply with the above-mentioned legislation and regulations, the client will bear the costs and expenses for this inspection. However, if they do not comply with the law or regulations, the costs and expenses of these inspections will be borne by the supplier. All this at the discretion of the client.
- 27.3 If the supplier and/or its subcontractors fail to comply with the above provisions and/or do not comply with them immediately, the client has the right to stop all payments due and/or to terminate the contract in whole or in part. The client is entitled to regard such as a breach of contract and will be further released from the obligation to purchase undelivered services or goods. In the event of such a breach of contract, the client expressly reserves all of its rights and remedies provided for by law. No action by the client shall be construed as a waiver of such right or remedy.

### Article 28 Responsible development and Compliance

- 28.1 The Saint-Gobain group has signed up to the "United Nations Global Compact" and applies the "OECD Guidelines for Multinational Enterprises", as well as the fundamental principles and rights at work described in the "ILO Declaration" (International Labour Organization).
- 28.2 In this context, it has notably adopted a policy of responsible purchasing, an integral part of the Group's responsible development policies. The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers Charter" (hereinafter referred to as the "Charter").
- 28.3 As part of its responsible purchasing policy, and in application of its vigilance plan, the client conducts a supplier analysis based on its risk mapping before assessing, if necessary, its supplier's environmental, social and ethical practices through documentation reviews or on-site audits, based on international standards (hereinafter referred to as the "Evaluations").
- 28.4 Should these Evaluations show any disparities between the standard reference framework used and the supplier's practices, the client will define with the supplier the corrective measures to be implemented.
- 28.5 Any failure to implement these measures may result in the supplier being delisted and in the early termination for breach of the agreement and all other agreements concluded with the Saint-Gobain Group companies.
- 28.6 The supplier warrants that it has read, understood and shall comply with the Charter. The supplier acknowledges that the client may conduct Evaluations on the supplier and agrees to provide necessary assistance for that purpose.
- 28.7 The supplier acknowledges that it has been informed about client's ethical code available in the Principles of Conduct and Action ([https://www.sgr-paris.saint-gobain.com/sites/sgcom.master/files/pca\\_en.pdf](https://www.sgr-paris.saint-gobain.com/sites/sgcom.master/files/pca_en.pdf)) and represents to apply equivalent standards.
- 28.8 The parties shall and shall cause any third-parties involved on their behalf in the performance of the agreement to comply with applicable laws and regulations including without limitation those relating to: (i) employees' rights (including occupational health and safety, prohibition of forced and dissimulated labor and

child labor), (ii) environmental law, (iii) financial probity (including anti-money laundering and terrorism financing, the prohibition of any act of influence peddling or corruption whether active or passive, direct or indirect), (iv) competition law, and (v) economic and financial sanctions, trade embargoes, import and export controls (in particular that the products or services do not originate from prohibited parties or territories, including in application of instruments issued by the EU, USA and/or the UN).

- 28.9 The supplier shall promptly inform in writing the client, in case the goods and/or services or part of it (including software and technologies) is subject to any re-export or use restriction, including in case it is subject to any export control law and shall share with the client the export classification number. The supplier furthermore undertakes to implement proportionate measures and procedures to comply with the aforementioned obligations and to communicate them to the client on request.
- 28.10 The client shall be entitled to terminate all or part of its contractual obligations, or the contract itself, upon written notice to the supplier, without liability, and to claim any remedies available at law, in case of the following events:
- i. a law, a sanction or the end-use of the goods and/or services renders the performance of the agreement or the execution of an order, illegal, including in case the supplier becomes subject to a prohibitive sanctions list or is controlled or owned at 50% or more by a sanctioned party under instruments issued by the United States of America, the European Union or the United Nations and other competent authorities; and/or
  - ii. a breach of a commitment under this article is identified.
- The client might choose to suspend any confirmed order or delivery upon written notice to the supplier for the time of conducting a risk assessment if it has reasonable doubts about the supplier's compliance with any part of this article. Each party shall bear its own costs arising from any suspension under this article and shall mitigate the resulting consequences it might face.
- 28.11 The supplier acknowledges that it has been informed of the client's alert system (whistleblowing), accessible at: <https://www.bkms-system.com/saint-gobain>.
- 28.12 Any general exclusions or limitations of liability set forth elsewhere in the agreement shall not apply to claims arising out of or in connection with the supplier's failure to perform any obligations under the Charter or the compliance chapter.

### Article 29 Termination and Dissolution

- 29.1 The client has the right to terminate the agreement prematurely at all times by means of a written notification to the supplier, provided this is done with a statement of reasons. The supplier will discontinue the implementation of the agreement immediately after receipt of the written notification. The client and the supplier will consult on the consequences of such a termination.
- 29.2 In the following cases, the supplier is legally in default and the client is entitled, without any notice of default or judicial intervention being required, to terminate the agreement in whole or in part, without prejudice to its right to compensation:
- a. if the supplier does not fulfil one or more of its contractual obligations after notice of default or does not fulfil them on time;
  - b. if the supplier applies for bankruptcy or suspension of payments, or is placed under administration pursuant to a statutory provision;
  - c. if the supplier is declared bankrupt, or is granted a suspension of payment, or if the client has good reasons to believe that this will take place in the short term;
  - d. if one or more of the supplier's goods are placed under administration;
  - e. if the supplier transfers (a part of) its company or the control over it in whole or in part, liquidates its company in whole or in part, or if the business operations are otherwise discontinued;
  - f. if the goods or part of the goods of the supplier are subject to a pre-judgement or executory attachment.
- 29.3 Without prejudice to the provisions of the previous paragraph, the client has the right to claim compensation in addition to the dissolution.
- 29.4 If the client makes use of the right referred to in the preceding paragraphs, the supplier will be notified in writing of the dissolution of the agreement.
- 29.5 In the event of (partial) dissolution, the client has the right, without prejudice to its right to compensation for damage and costs, at its discretion:
- a. to return the goods already delivered but not to be used (any longer) at the expense of the supplier and to reclaim or settle the payments already made for these goods. The supplier is obliged to immediately refund the payments made in respect of the agreement, after deduction of the value of the goods retained by the client;
  - b. to refuse any goods still offered for delivery, without falling into (creditors) default as a result;
  - c. to fulfil the agreement itself or have it done by a third party, possibly after a written notification, using the goods already delivered by the supplier and the materials and the like used by the supplier, whether or not for a reasonable fee to be agreed afterwards.

### Article 30 Suspension rights and compensation / set-off

- 30.1 The supplier declares to waive its rights to suspend its obligations under the agreement if and insofar as the exercise of its right of suspension delays the timely execution of the order for which the deliveries are intended.
- 30.2 The client is entitled to suspend its payment obligations if the supplier fails or threatens to fail to fulfil its obligations under the agreement or the law, regardless of whether this failure is attributable to the supplier.
- 30.3 If, on the basis of the circumstances known to it at that time, the client has reasonably believed that it may suspend its obligations, the client is not obliged to pay any compensation to the supplier if it later becomes known that the client's appeal to its right of suspension was not legally valid.
- 30.4 The client is entitled to compensation or settlement of the amounts owed or to be claimed in connection with the agreement, with those which it himself has to claim from the supplier or owes to the supplier.

## **GENERAL PURCHASE CONDITIONS**

### **Article 31 Cession and pledge of claim**

Without the prior written consent of the client, the supplier is not permitted to cede, pledge or otherwise encumber or transfer claims that it has or will acquire in the event of an agreement with the client.

### **Article 32 Conversion**

The possible nullity and voidability of a stipulation in these general purchase conditions does not affect the validity of the other stipulations. If a stipulation from this is deemed to be null and voidable, a stipulation will be agreed between the parties, whereby the purpose and intent of the original stipulation will be taken into account as much as possible.

### **Article 33 Disputes and Applicable Law**

- 33.1 The agreement concluded between the client and the supplier and any disputes arising there from in The Netherlands are exclusively governed by Dutch law, in Belgium, exclusively governed by Belgian law and in the Grand Duchy of Luxembourg, exclusively governed by Luxembourg law. The client's place of business determines the applicable law pursuant to this article. Applicability of other foreign legislation and the Vienna Sales Convention is expressly excluded.
- 33.2 Disputes between the parties, including those that are regarded as such by only one of the parties, will be resolved as much as possible through proper consultation. If the parties cannot reach a solution, the disputes will be adjudicated by the competent court in the district in which the client's company is located, or in another district, such at the sole discretion of the client.

A copy of the general purchase conditions will be sent free of charge, at first request. These general purchase conditions can also be found on the website of the various Saint-Gobain companies.