General Terms and Conditions

for deliveries and services of Vetrotech Saint-Gobain Deutschland GmbH



Section 1 General

- 1. The General Terms and Conditions are an integral part of all offers and agreements. They shall also apply to future business relations. Services and deliveries shall be carried out exclusively in accordance with the following General Terms and Conditions. Any deviating terms and conditions of the customer shall have no legal validity.
- 2. For reasons of clarity, deviating agreements are only valid if they have been confirmed by us in writing. This applies in particular to the customer's conditions of purchase. The delivery of goods, the performance of services or the acceptance of payments without express reservation shall not constitute any acknowledgement of deviating provisions.

Section 2 Offers and contract content

- 1. For reasons of clarity, our offers are only binding if they are made in writing. Deviations and amendments shall only be deemed to have been bindingly agreed if they are confirmed by us in writing The prices in our offers are valid for the period stated in the offer. After expiry of this period, we shall no longer be bound by the offer. If no deadline is specified in the offer, it shall be valid for 30 days from the date of the offer.
- 2. Our prices are for packaged goods, net, plus statutory VAT and any surcharges such as energy surcharge, LSVA (heavy vehicle fee), truck toll, transport breakage insurance, packaging surcharges, etc. With regard to transportation costs and transfer of risk, see Section 3 Point 2. The customer conditions agreement to be drawn up in writing in each case and the generally applicable "Special instructions for deliveries and for the calculation of glass products of Vetrotech Saint-Gobain" shall be authoritative.
- **3.** Any necessary scaffolding, cranes, construction lifts, etc. are not included in our prices.
- 4. Our glass is rounded up to the nearest full centimetre when calculating the area. For some product groups this calculation is 3:3, please refer to your current price list or quotation for more information. The smallest calculation dimension for the various types of glass is based on the valid price list. For irregularly shaped panes, the surface area of the rectangle from which they are cut is calculated. These and other surcharges can be found in the valid price lists of Vetrotech Saint-Gobain.
- **5.** A contract shall only come into existence upon our written order confirmation. Declarations or notifications by the customer must be made in writing to be valid. The customer hereby acknowledges that their conditions of purchase are not legally valid if they contradict these General Terms and Conditions. The modification, addition to or cancellation of a contract shall only become effective upon our written confirmation.
- **6.** Amendments and cancellations of orders by the customer can only be taken into account on the basis of a special agreement and only as long as production, cutting or processing

has not yet begun or preliminary products required for production have not yet been ordered by us. Any costs incurred up to that point and attributable to the amendment or cancellation shall be borne by the customer. For manufacturing reasons, costs may be incurred for all products within 24 hours of the order being placed, even if the expected delivery date specified by us is considerably later.

7. Documents, such as plans, sketches, calculations, samples, catalogues, brochures, etc., which we provide to the customer remain our intellectual property and may not be made accessible to third parties, published or used by the customer in any way without our prior written consent. Documents must be returned to us in full at our request.

Section 3 Shipment and deadlines

1. Shipping routes and means are at our discretion. Packaging shall not be carried out on an item-by-item basis, but exclusively in accordance with transport, production and environmental considerations. The larger unit size shall always determine the packaging length. If the customer requests a different type of packaging, they shall assume liability for damage during transportation, storage and any additional costs incurred as a result. Any additional costs incurred will be invoiced separately.

Reusable packaging and/or glass transport racks are only made available to the customer on loan and remain our sole property and must be returned by the customer to the production plant in perfect condition no later than 30 calendar days after receipt. If this is not done, we shall be entitled to charge 20% of the purchase price for each week from the 31st day calculated from the date of delivery (limited, however, to a maximum of the full purchase price of the unit) as a rental fee or to invoice the value of the packaging, which shall be due for payment immediately upon receipt. We reserve the right to charge for damaged or lost rack units.

2. The transfer of risk, including the risk of breakage, shall pass to the customer when the goods are handed over to the transport company or dispatched, but at the latest when the goods leave the warehouse or our premises, irrespective of whether the transport was commissioned by us or by the customer. This also applies to partial and free deliveries. In the case of delivery with our vehicles, the risk shall pass to the customer as soon as the goods are made available at the location specified by them. If the transport is carried out with our vehicle or with third-party vehicles, the handover of the goods shall be deemed to have taken place at the latest as soon as they are available to the recipient in front of the delivery point on a paved road and on the vehicle. If, in the opinion of the carrier, the access road is not passable, the handover shall take place where the vehicle can be driven to and from without any problems. In the case of our commercial customer, unloading is the sole responsibility of the customer, who must provide suitable unloading equipment and the necessary manpower. Waiting times shall be charged accordingly for long-distance freight transportation in accordance with KVO (Road Traffic Regulations) and for local freight transportation in accordance

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with GNT (Short-Range Goods Tariff).

3. Due to the special characteristics of the goods and the risk of damage, the customer is obliged to inspect the delivered goods immediately for damage. All obvious and/or recognisable defects in the packaging and/or the products, shortages or incorrect deliveries must be reported to us in writing without delay, but at the latest within 2 working days from the time of delivery, but in any case before processing or installation, stating the specific nature of the defect. Otherwise, the customer shall forfeit all material warranty claims with regard to the defects in question.

For insurance reasons, damage to the packaging and/or the goods as well as obvious shortages (e.g. missing transport rack) in the delivery condition must be noted by the customer on the carrier's delivery documents and reported to us immediately in writing, enclosing a copy. If necessary, acceptance of the goods should be refused.

The notification of damage must be reported to us without delay, but at the latest within 48 hours from the time of delivery, preferably with digital photos

- **4.** We are entitled to make partial deliveries. In the case of partial deliveries arranged by the customer, the customer shall bear the additional costs incurred as a result.
- 5. Unless we have expressly confirmed a deadline in writing and designated it as binding, all our deadlines for deliveries or other services are to be understood as non-binding approximate deadlines only and not as fixed deadlines due to the special features of glass production. The estimated delivery periods stated apply to the day of the expected dispatch from our factory. Taking into account the respective production period, the delivery period shall commence on the day of clarification of all technical and other details of the order, the provision of any necessary documents and any agreed advance payment. It shall be extended by the period in which the customer is in default with their contractual obligations within an ongoing business relationship also from other contracts.
- **6.** The occurrence of unforeseen events such as operational disruptions as a result of strikes, lockouts, delays in the delivery of third-party parts and preliminary products, unforeseeable technical difficulties, disruptions in the supply of raw materials and energy, traffic disruptions, sovereign measures, the effects of war and all cases of force majeure which impair the ability to deliver shall release us from the obligation to deliver for the period of their effect and for a reasonable period thereafter. This shall also apply if these circumstances occur at our preliminary suppliers, sub-suppliers or subcontractors.

We shall inform the customer of the beginning and end of such hindrances as soon as possible. The customer may demand a declaration from us as to whether we wish to withdraw or deliver within a reasonable period of time. If we do not make a declaration within a reasonable period of time, the customer may withdraw. Claims for damages are excluded in these cases.

Section 4 Impossibility and delay

- 1. If a significant unforeseen change in the circumstances existing at the time of conclusion of the contract occurs, so that our performance becomes impossible or significantly more difficult, we shall be entitled to withdraw from the contract.
- 2. If a deadline is significantly exceeded for reasons for which the customer or third parties are not responsible, the customer shall be entitled to set us a reasonable grace period for performance and, if this grace period expires without result, to withdraw from the contract immediately. In the event of such a withdrawal, the customer shall not be entitled to claim damages from us.
- **3.** Goods reported as ready for dispatch and due for delivery must be called off by the customer within a maximum of 30 calendar days. If this period is exceeded, the customer will be invoiced for the storage costs incurred. Storage at cost does not release the customer from the obligation to accept the goods. Furthermore, in the event of a delay in acceptance or call-off by the customer, we shall be entitled to charge the prices of the actual day of acceptance and to invoice handling and storage costs.

Section 5 Prices and payment

- 1. Our prices are ex works or warehouse plus packaging, freight and other shipping costs as well as the applicable value added tax
- 2. Unless otherwise stated on our invoice, our invoices are payable net 30 days after the invoice date. Payments shall always be used to settle the oldest due debt items plus interest accrued thereon. Discounts shall not be granted if the customer is in arrears with the payment of earlier deliveries. After expiry of the payment period, the outstanding amounts shall be debited at the usual bank interest rate for unsecured overdrafts at the place of payment plus 1 percentage point.
- 3. In our price calculations, we assume that the items on which the quotation is based remain unchanged, that any necessary preliminary work has already been completed and that we can provide our services in one go without hindrance. Our quotations are based on the customer's performance description, without knowledge of the local conditions or installation conditions.
- **4.** If the delivery or service is to take place 4 months after conclusion of the contract or later, the contracting parties undertake to renegotiate the price if costs, wages etc. change.
- 5. We are entitled to demand payments on account if our performance is delayed beyond the agreed period through no fault of our own.
- 6. In cases of reasonable doubt as to the customer's liquidity and/or in the case of an order with a value of goods exceeding EUR 5,000.00, we reserve the right to demand an appropriate down payment or advance payment upon ordering or delivery. The same shall apply if we become aware of facts after conclusion of the contract or if a delay in payment with regard to earlier deliveries is ascertained which, according to due

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commercial discretion, indicates that our claim for payment is jeopardised by the customer's inability to pay, we shall be entitled, after setting a reasonable deadline, to demand advance payment or corresponding securities from the customer at their discretion and, in the event of refusal, to withdraw from the contract, whereby the invoices for partial deliveries already made shall become due immediately.

- 7. The customer is only entitled to declare offsetting against the supplier's invoices with counterclaims or to withhold payments due to such counterclaims if the counterclaims have neither been recognised in writing by the supplier nor are based on a legally binding and enforceable court judgement.
- 8. Objections to the invoices must be reported to us in writing and with reasons within a limitation period of two weeks after receipt of the invoice. Deductions that have not been expressly acknowledged by us in writing are not permitted and will be charged subsequently.
- 9. A refusal or retention of payment is excluded if the customer was aware of the defect or other reason for complaint. This shall also apply if the defect remained unknown to them as a result of gross negligence, unless we have fraudulently concealed the defect or other reason for complaint or have assumed a guarantee for the quality of the item. Offsetting is only permitted in accordance with clause 7 above with undisputed or legally established counterclaims. A right of retention from earlier or other transactions of the current business relationship cannot be asserted

Section 6 Warranty, guarantee, quality features and assessment, complaints

6.1 Warranty

- 1. If the goods delivered by us exhibit defects that nullify or significantly impair their suitability for the intended use, or if the goods do not exhibit a characteristic that we guaranteed in writing when the contract was concluded, the customer shall be entitled to statutory warranty claims in accordance with the following warranty and guarantee provisions. All mentioned properties of the goods refer to the blank of the test report.
- 2. The warranty applies to the delivery of basic glass products such as Securit®, Seralit®, Emalit®, Stadip® and Thermovit®, fireresistant glass of the Pyroswiss®, Vetroflam®, Contraflam® and Swissflam® product families, safety glass of the Vetrogard® and Polygard® product families as well as insulating glass combinations of the above-mentioned glass types of Climalit®, Climaplus® and Climatop® insulating glass units in compliance with all technical data, explanations and instructions issued and distributed by the manufacturer at the time of delivery, e.g. the product-specific conditions of use, the generally applicable glazing guidelines and the requirements of the underlying specific usability certificates. Published functional data of functional glass, e.g. thermal transmittance, sound insulation value, light transmittance, total energy transmittance, etc. are based on the boundary conditions specified in the applicable standards. If the conditions in the installed state deviate from the applicable

standard conditions or the product-specific valid conditions of use, such deviations are not covered by the warranty.

- **3.** Deviations caused by production, e.g. in dimensions, weights, contents, thicknesses, colour shades, stamp positions, etc., are permissible within the scope of the tolerances customary in the industry, unless we have given an express written guarantee of quality within the meaning of Section 443 BGB (German Civil Code). The same applies to customary dimensional tolerances when cutting.
- 4. In the event of subsequent performance, the seller reserves the right to choose between rectification of the defect and delivery of a defect-free item; this does not apply in the event of delivery recourse pursuant to Sections 445a, 445b BGB if the last contract in the supply chain is a consumer goods purchase. Section 439 Paragraph 3 BGB remains unaffected. The necessity of expenses for the removal of defective goods and the installation of defect-free goods must be demonstrated and proven by the customer. For this purpose, the actual costs incurred for the reasonably undertaken measure must be proven in a comprehensible statement.
- **5.** If the costs of subsequent performance are disproportionate according to the circumstances of the individual case, the seller may refuse to reimburse these expenses. The costs are disproportionate in particular if the costs of subsequent performance are disproportionate in comparison with the value of the goods in a defect-free condition or in comparison with the significance of the defect. This is regularly the case if the total necessary costs of subsequent performance exceed 150% of the invoiced value of the goods or 200% of the reduced value of the goods due to the defect.
- 6. The limitation period for warranty claims of the customer shall be two years in the case of delivery of movable goods and five years from delivery of the goods in the case of installation of the goods by fixed and permanent connection with a building or property. The statutory limitation periods in the case of fraudulent concealment, in the case of an item that has been used for a building in accordance with its normal use and has caused its defectiveness, and in the case of a delivery recourse pursuant to Sections 445a, 445b BGB, where the last contract in the supply chain is a consumer goods purchase, remain

In the following cases, any warranty or compensation for damages is excluded to the extent permitted by law:

- in the event of damage to the glass after delivery or installation
- in the event of non-observance of application guidelines, installation instructions, product information, glazing guidelines and technical requirements of the underlying usability certificates, which lead to product damage and cancellation or restriction of the suitability of the assumed properties.
- improper cleaning operations, in particular cleaning with abrasive agents
- modifications and further processing of the goods after delivery by the contractual partner or third parties without

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our prior written consent.

7. The seller does not assume any guarantees in the legal sense unless these are expressly agreed.

6.2 Guarantee

- 1. For a delivery of fire-resistant glass of the Contraflam® and Swissflam® product families, we guarantee, in addition to the statutory warranty, for a total period of 10 years, starting with the delivery of the glass to our contractual partner, that the transparency and the fire protection function of our glass will be maintained with regard to the fulfilment of the minimum protection targets according to MBO 10-2016: Section 3 and Section 14 is maintained in compliance with our conditions of use and the generally applicable glazing guidelines.
- **2.** Transparency refers to turbidity or bubbles in the fire protection layer, or the resulting restrictions in the fire protection layers, as well as condensation-related reactions between the panes in insulating glass combinations. For more details, please refer to our application and quality guidelines.
- **3.** The fire protection guarantee refers to the glass frame systems tested by us within the scope of CE marking and a normal indoor climate of a building with normal air conditioning in our region. At the time the glass is ordered, it is assumed that the end customer has checked the climatic conditions in the building in accordance with our conditions of use and guarantees them permanently.
- **4.** If the products are used in movable components such as fire protection closures, which are subject to regular maintenance in accordance with the statutory provisions, it is assumed that complete maintenance documentation can be presented for the entire guarantee period and that the door closers are adjusted professionally so that damaging effects of force on the glass are excluded
- 5. The basis for assessment are the quality and installation guidelines valid at the time the contract is concluded and the conditions of use for Contraflam® and Swissflam®, which are attached to this document or are already available. These documents are also available on our website: www.vetrotech.de.
- **6.** Statutory or contractually regulated material defect rights for all products supplied by us remain unaffected by this guarantee. The guarantee for Contraflam® and Swissflam® includes, at our discretion, either free replacement or withdrawal of the goods against reimbursement of the purchase price.

6.3 Quality characteristics and assessment

1. All products supplied are subject to CE marking on a statutory basis, which confirms conformity with the respective product standards and properties. Evidence of the essential product properties and performance characteristics is determined in accordance with applicable EN standards and provided in

- accordance with the Construction Products Act in the form of a Declaration of Performance (DOP) at the latest on delivery of our products.
- 2. All product details such as dimensions, weights, descriptions, installation instructions, calculations, sketches and drawings in brochures, sample books, price lists and/or other printed matter are non-binding for us. The performance characteristics of the respective glass can be found in the declaration of performance associated with the product. Any additional properties must be agreed as such in writing and must in any case be confirmed in writing by the contractor.
- **3.** All technical data, explanations and instructions issued and disseminated by the manufacturers regarding the types of use and installation must be observed by the customer. The customer is responsible for glass statics; the thicknesses specified by us are glass thickness recommendations. As we generally do not know the exact local conditions and installation conditions, the glass thickness recommendation assumes that the designs comply with the state of the art and the relevant standards and technical regulations. It is assumed that the end customer has checked other building and public law requirements for the components or types of glass before ordering.
- 4. Metal and metal oxide coatings sputtered in a high vacuum are used for solar control and thermal insulation glass. The thickness of these coatings is only a few nanometres and can be perceived differently by different observers in terms of their appearance and colour effects from glass to glass or even within a pane, depending on the viewing angle, shading, lighting and weather conditions or other site- or project-specific circumstances. Such colour effects are described in detail in the VFF information sheet on colour uniformity of transparent glass in the building industry. Due to the complexity of the manufacturing and coating processes, slight differences may occur in the colour effect and perception depending on the batch. This must be taken into account in particular for subsequent deliveries of coated glass within the warranty periods or replacement of glass after longer periods of time. Colour differences within the measuring procedures and tolerance limits described in ISO 11479-2 do not constitute grounds for complaint.

6.4 Complaints

1. A defect must be reported to us immediately in writing, at the latest within 48 hours, if possible enclosing appropriate evidence (photographs etc.). After detection of a defect in the product, any further processing, installation or other use of the goods, including their resale, must be discontinued. This shall apply until a clarification of the justification and processing of the complaint has been achieved or until an expert appointed by the Chamber of Industry and Commerce at the buyer's place of business has provided evidence. We expressly reserve the right to inspect and examine the claimed defect within a reasonable period of time. In the event of culpable refusal by the customer, the warranty or guarantee shall lapse. Further obligations of the merchant in accordance with Sections 377, 378 HGB (German Commercial Code) remain unaffected.

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- 2. If the quality of the goods is justifiably objected to within the statutory warranty period, we shall be entitled, at our discretion, to replace or repair the goods, to grant a discount or to withdraw the goods against reimbursement of the purchase price. If a repair is unsuccessful twice on the first delivery or the replacement delivery is defective twice, the contractual partner has the right, at their discretion, to reduce the remuneration appropriately in accordance with the reduction in value due to the defect (reduction) or to demand rescission of the contract (conversion).
- 3. All further claims, in particular for direct or indirect consequential damages including loss of profit, are excluded to the extent permitted by law. No liability shall be accepted for damage caused by installation, reglazing, emergency glazing, rectification or repair work carried out by the customer or third parties without our prior written consent. The customer shall indemnify the contractor against such claims. In particular, the assumption of costs shall be rejected if further details from contracts of the customers of the contractor with other contractual partners are not known when the order is placed and have not been expressly confirmed in writing with the acceptance of the order
- **4.** If a defect recognised by us, which makes the replacement of glasses unavoidable, can only be determined in the installed state or if a defect recognised by us only occurs after a certain time after installation of the glass (but within the limitation period), we refer to the above provision in Section 6.1 clause 4. accordingly.
- 5. Any liability on the part of the supplier outside the law of material warranty, i.e. in particular also any liability for services rendered under contract law, due to delay, performance or impossibility, due to fault prior to or at the conclusion of the contract, etc., shall be limited to cases of intent or gross negligence on the part of the supplier and its auxiliary persons, insofar as this is legally permissible, unless it has already been waived by another provision of these General Terms and Conditions. Accordingly, subject to any mandatory statutory provisions, there shall be no liability in cases of slight or moderate negligence on the part of the supplier and/or its auxiliary persons.

Section 7 Retention of title

- 1. The supplier shall retain ownership of the delivery items (hereinafter referred to as "goods subject to retention of title") until all claims to which the supplier is entitled against the customer arising from the business relationship have been satisfied in full.
- 2. If the goods subject to retention of title are combined with other goods by the customer, the supplier shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods and the processing value. If the supplier's ownership expires due to combination, mixing or processing, the customer shall transfer to the supplier the ownership rights to

the new item to which it is entitled at the time of conclusion of the contract to the extent of the invoice value of the goods subject to retention of title and shall store them for the supplier free of charge. The ownership rights arising hereafter shall be deemed to be goods subject to retention of title within the meaning of clause 1.

3. The customer must inform the supplier immediately of any third-party access to the goods subject to retention of title.

They may only sell the goods subject to retention of title in the ordinary course of business under their normal terms and conditions and as long as they are not in default, provided that the claims from the resale are transferred to the supplier in accordance with the following clauses 4 to 5. They are not entitled to make any other disposals over the goods subject to retention of title. Installation of the goods in a building, aircraft or ship also counts as resale.

- 4. The customer's claims from the resale of the goods subject to retention of title, including any rights arising from the Construction Worker Insurance Act, are already assigned to the supplier. The supplier accepts this assignment. The assigned claims serve as security to the same extent as the goods subject to retention of title. The same also applies to the claim to the granting of a security mortgage in accordance with Section 648 BGB. If the goods subject to retention of title are sold by the customer together with other goods not delivered by the supplier, the claim from the resale is assigned in proportion to the invoice value of the goods delivered by the supplier to the other goods sold. When selling goods in which the supplier has co-ownership shares in accordance with clause 2, a part corresponding to the supplier's share of ownership is assigned.
- 5. The customer is entitled to collect claims from the resale. If there is an important reason, in particular in the event of late payment, suspension of payments, application for the opening of insolvency proceedings, protest of a bill or if there are comparable, justified indications that suggest that the customer is insolvent, the supplier is entitled to revoke the customer's authority to collect and right of resale. At the supplier's request, the customer is obliged to inform their buyers immediately of the assignment – unless the supplier does this themselves – and to provide the suppliers with the information required for collection and to hand over the necessary documents, which may include the mention of names and addresses of debtors and construction sites. The customer is not entitled to further assign the claim under any circumstances. The customer is only permitted to assign the goods by way of real factoring on the condition that this is reported to the factoring bank and the customer's accounts maintained there and that the factoring proceeds exceed the value of the secured claim. Once the factoring proceeds are credited, the supplier's claim becomes due immediately.
- **6.** At the customer's request, the supplier is obliged to release the securities to which they are entitled to the extent that their realisable value exceeds the claims to be secured by more than 20%.

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7. From the time of acceptance of the goods, the customer is obliged to treat delivery items owned by the supplier with care and in accordance with the valid conditions of use and the information on the respective product labels; In particular, it is recommended that these are adequately insured against damage caused by fire, water and theft at one's own expense.

Section 8 Export control law

- **1.** The buyer undertakes to refrain from the following transactions in any case:
 - Transactions with persons, organisations or institutions that are on a sanctions list under EC regulations or US export regulations;
 - Transactions with UN/EU embargo states that are prohibited:
 - Transactions for which the required authorisation is not available.

The buyer is liable for all expenses and damages incurred by the seller as a result of a violation.

2. The seller's contractual obligations do not apply to the extent that they conflict with applicable national or international foreign trade law regulations and/or embargoes and/or other sanctions.

Section 9 Compliance with economic sanctions

- 1. Customer agrees to comply with all applicable laws, including export control and economic sanctions laws. Applicable export control regulations and/or economic sanctions vary depending on the transaction and may include instruments of the United Nations, the United States, the European Union and/or individual countries or groups of countries.
- 2. In particular, the customer may not resell or otherwise make the products available to any person or entity (whether as a stand-alone product or service or as part of another product or service) where this could result in a breach of applicable export control regulations and/ or economic sanctions or in a violation of export licences issued by authorities.
- 3. In the event that Vetrotech has reasonable grounds to believe that the customer has not complied with or intends not to comply with the above export control laws and regulations, Vetrotech may, after notifying the customer and without prejudice to all other rights, suspend delivery within the framework of the contract until the customer can provide proof that there is no violation. If the customer does not do so within thirty (30) days of notice from Vetrotech, we will be entitled to terminate the contract without incurring any liability to the customer
- **4.** Vetrotech is entitled to suspend its performance of the contract without liability to the customer if new economic

sanctions and/or export regulations come into force at any time and performance of the contract becomes impossible or illegal for Vetrotech.

Section 10 Protection of personal data

- **1.** Vetrotech carries out computer-assisted processing of its customers' data to manage orders.
- 2. The personal data collected in this context (customer company name, first and last name of the customer company's contact person, email address, business telephone or fax number) are absolutely necessary for the execution of the contract and enable us to manage the contract, carry out the order, delivery, invoicing and returns.
- **3.** This data will be retained for the entire duration of the business relationship and within the statutory retention periods.
- **4.** The recipients of the data are Vetrotech's customer service, commercial, billing and debt collection departments, as well as its subcontractors responsible for the delivery and sending of invoices.
- **5.** In accordance with the applicable regulations on the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the customer has the right to access, rectify, erase and object to personal data concerning them, which they can exercise by sending an email to: deutschland@vetrotech.com or in writing to

VETROTECH SAINT-GOBAIN INTERNATIONAL AG Datenschutzkorrespondent Bernstrasse 43 CH-3175 Flamatt

6. You can find more information about the company's processing of personal data by visiting the following website: https://www.vetrotech.com/privacy-policy.

Section 8 Miscellaneous

- **7.** German law applies exclusively to all contracts concluded between the customer and the supplier.
- **8.** The exclusive place of jurisdiction for all disputes arising from the contracts concluded between the customer and the supplier and the associated legal relationships is Aachen.
- 9. If a provision or part of a provision of these General Terms and Conditions is void or ineffective, this does not affect the validity of the remaining provisions or remaining parts of the provision. In this case, the customer and we are obliged to replace the void or ineffective provision with a permissible provision that comes as close as possible to the economic result.