

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF PRODUCTS AND/OR SERVICES

### 1 - GENERAL PROVISIONS

These general terms and conditions of purchase (the "GTC") govern all purchase orders (the "Orders") for products (the "Products") and/or services (the "Services") placed by **Vetrotech Saint-Gobain International AG** (the "Purchaser") with any supplier of Products and/or Services (the "Supplier"), unless otherwise agreed by means which allow proof in text form (including exchange of scanned signed copies by e-mail and documents signed with e-signatures) ("in Writing") between the Purchaser and the Supplier. The Purchaser and the Supplier hereinafter referred to as the "Parties". The term "Contract" refers to the provisions of the GTC and the Orders.

### 2 - PROCEDURES FOR PLACING AN ORDER

The Purchaser's Order must be issued in Writing and accepted by the Supplier, within two (2) working days (Monday to Friday) from the date of sending of the Order by the Purchaser (the "Acceptance Period"), in Writing in an Acknowledgement of Receipt of Order ("A.R.O."), which constitutes a firm and definitive acceptance of this Order by the Supplier as well as the unconditional acceptance of these GTC. Should the Supplier not answer within the Acceptance Period, the Order shall be deemed to constitute full and complete acceptance of the Contract.

Until receipt of the A.R.O from the Supplier, the Purchaser may cancel the Order at its discretion without the Supplier being able to derive any rights therefrom. Any reservation or modification of the Order made by the Supplier in the A.R.O., within the Acceptance Period shall not be considered enforceable against the Purchaser without its express acceptance in Writing. Once the Supplier has started to fulfil the Order, the Contract shall be deemed to be definitively accepted by the latter.

After receipt of the A.R.O from the Supplier, the Purchaser reserves the right to modify or cancel its Order prior to delivery upon notice to the Supplier. In case of request for modification, the Supplier undertakes to inform the Purchaser in Writing of the consequences of taking any such changes into account, particularly in terms of financial cost and delivery times. If there is no agreement between the Parties on the consequences of this modification to the Order, the Purchaser may either (i) request that the Supplier fulfil the Order under the original terms and conditions or, (ii) terminate the Order in Writing.

In case the Order is terminated or cancelled by the Purchaser, the Supplier is entitled to claim for a reimbursement of costs incurred by the Supplier until notification of the termination or cancellation, at the latest until the arrival of the entire Order at the place of delivery. However, the claim for reimbursement is only applicable if the Products or Services cannot be reasonably expected to be sold or used by the Supplier elsewhere. The Purchaser will only replace those costs which the Supplier can prove with supporting documents. The reimbursement is limited to the actual cost of production, and in any case, 80% of the value of the Products or Services (purchase price excluding taxes and discounts) of the cancelled or terminated Order.

### 3 - PROVISION OF SERVICES

The Supplier undertakes to perform the Services ordered in accordance with these provisions, the rules of the trade and the applicable laws and regulations, particularly relating to the environment, hygiene, health, safety and working conditions. It must also fulfil all its obligations in terms of labour law. The Supplier shall assign to the performance of the Services (i) the necessary resources and materials and, (ii) the personnel, placed in any event under its supervision, with the required skills guaranteed.

### 4 - SUBCONTRACTING/ASSIGNMENT

The Supplier shall undertake not to subcontract the performance of all or part of the Orders under this Contract to a third party in the absence of the Purchaser's prior consent in Writing. The Supplier remains contractually responsible for the subcontractors accepted by the Purchaser and the latter remain, in all circumstances, under the authority and responsibility of the Supplier. In any event, the Supplier shall comply with any obligation in force relating to subcontracting. Under no circumstances may the Supplier directly or indirectly transfer all or part of the Contract, whether in return for payment or free of charge.

### 5 - DELIVERY

**- Delivery conditions:** The place and times of delivery of the Products and/or performance of the Services specified in the Order are imperative. The Supplier shall immediately inform the Purchaser of any delay in the delivery of the Products and/or the performance of the Services. In such case, the Supplier shall automatically and without prior formal notice be liable for the application of a non-dischargeable late delivery penalty equal to 0.5% of the value (excluding VAT) of the Order per calendar day of delay, up to a maximum of 10% of the amount (excluding VAT) of the Order, notwithstanding the application of the provisions of Article 10 below. In any case, the payment of those contractual penalty does not release the Supplier from the fulfillment of its obligations and from the payment of damages for late delivery.

**- Incoterms:** All deliveries shall be made at the place of delivery indicated in the Order according to Incoterms DDP 2020 (Delivered Duty Paid), place of destination, unless otherwise stated on the Order.

**- Documents:** All deliveries of Products must come with a delivery note including the number of the Order form, the total quantity delivered, the number of packages delivered with details of the number and type of items per package, as well as all documentation relating to the Products such as, in particular: safety data sheets, technical instructions and plans, precautions for use and instructions for use, maintenance documents and certificates of conformity.

**- Packaging:** The Products are delivered marked and labelled with their packaging, in accordance with the applicable laws and regulations. The Product packaging must be designed in such a way as to ensure the optimal protection and safety of the Products, people and goods, taking into account their nature and the generally foreseeable conditions of transport and handling.

### 6 - QUALITY CONTROL - RECEIPT

The Products and Services must be exempt of any faults and conform to the contractual specifications and to the use for which the Purchaser intends them to be used. They must also meet the usual quality criteria as well as the standards and legislation in force in the country of delivery.

The Supplier shall implement a quality assurance plan including, in particular, constant self-monitoring of the design and performance of all of its Products and Services in order to guarantee their compliance. All Products and Services supplied to the Purchaser must be subject to measures that ensure complete traceability.

Regarding the provision of Services or the supply of a Product, final acceptance is subject to the signature by the Purchaser of an unreserved acknowledgement of receipt.

Any non-compliant Product or Service may give rise to an outright refusal by the Purchaser. The Purchaser reserves the right to notify the Supplier at any time of the poor performance or non-performance by the Supplier of its obligations, or of the loss, damage or non-conformity of the Products observed during unpacking or subsequent checks, even if the relevant invoices have been paid in full or in part. The Purchaser may, at its own discretion, at the Supplier's expense and notwithstanding any claim for damages and interest, request that the following be carried out as soon as possible: the replacement of the non-compliant Products by compliant Products, or the repair of the Products, or a new performance of the Services, or the termination of the Order. The Supplier must remove the non-compliant Products at its own expense and risk within eight (8) calendar days following notification by the Purchaser. After this period, the Purchaser may have the non-compliant Products removed by all means at its convenience at the Supplier's expense and risk.

### 7 - TRANSFER OF OWNERSHIP

The transfer of ownership takes place upon delivery. Unless accepted by the Purchaser in Writing and prior to the delivery, the Supplier may not invoke a retention-of-title clause on the Products delivered.

### 8 - FINANCIAL TERMS

**- Price:** Unless otherwise agreed in Writing by the Parties, the applicable prices are those in force on the date of the Order, are exclusive of tax and are firm and final and include packaging costs and any other cost, risk or charge in connection with the performance of the Order.

**- Invoicing:** Each Order shall be invoiced separately, except in the specific case of periodic invoicing at the request of the Purchaser. Once the Order has been performed in full, invoices shall be sent by email to the attention of the Purchaser's accounting department at : **Vetrotech Saint-Gobain International AG, Industriestrasse 44, 3175 Flamatt Schweiz or electronically via [Supplierinvoicesvsg.Vetrotech@saint-gobain.com](mailto:Supplierinvoicesvsg.Vetrotech@saint-gobain.com)** at the latest within four (4) days from the date of issue of the invoice. Invoices shall include all mandatory legal notices such as the Order number, the references of the delivery note as well as an indication of any assignment of the Supplier's receivables in any form whatsoever.

**- Terms of payment - Interest on late payment:** Unless otherwise agreed in Writing by the Parties, the terms of payment shall be sixty (60) days from the date of issue of the invoices.

### 9 - WARRANTY

Under the applicable legal guaranties, the Supplier warrants the Purchaser against any latent defect, non-conformity or safety defect that may affect the Products delivered, making them unfit for their use and destination. Under the contractual warranty and without prejudice to the application of the legal provisions referred to above as well as the provisions of Article 13 "TERMINATION" below, the Supplier warrants the Products delivered against any design, manufacturing or material defects or against any operating defects, for a minimum period of twenty-four (24) months, or for a longer period provided by the Supplier's warranty or in a written agreement from their delivery date. Consequently, the Supplier undertakes in particular throughout this period to ensure, at its own expense and risk, the labour, repairs or replacements of the defective Products or parts that may be required or their reimbursement, at the Purchaser's discretion. In the event of intervention, this warranty will start anew for the same duration for the repaired or replaced parts.

### 10 - LIABILITY - INSURANCE

The Supplier shall ensure the performance of the Contract under its full and exclusive responsibility. The Supplier shall be liable for damage of any kind caused to the Purchaser or to any third party, whether such damage is caused by the Supplier or by persons under its authority or responsibility, as well as by goods in its custody. The Supplier shall be liable for all the consequences of any harm and damage caused to the Purchaser or any third party as a result of the non-performance or improper performance of the Contract. The Supplier shall take out any insurance policy necessary for the exercise of its activity, in particular with respect to the Products and/or Services that it sells, with an insurance company that is known to be solvent and shall maintain it throughout the duration of its obligations in accordance herewith. The Supplier shall produce any insurance certificate at the Purchaser's first request. Under no circumstances shall the Supplier be released from its responsibilities due to insufficient or no insurance, which cannot be invoked against the Purchaser or third parties.

### 11 - INTELLECTUAL PROPERTY

Each of the Parties remains the owner of the intellectual property rights ("IPR") that it owned prior to the Contract. In the case of co-development or partnership, the IPR shall be negotiated between the Parties and shall be the subject of a specific contract. In the absence of a specific contract, the Parties agree that:

- In the event of the creation by the Supplier of items covered by IPR, specifically created for the Purchaser under the Order, the Supplier shall assign exclusively to the Purchaser all property rights relating to such items and in particular, with respect to copyright, the rights of reproduction, representation, adaptation, marketing, in any form and on any medium whatsoever, for the duration of the legal protection of the IPR and for the entire world. The financial compensation for the rights assigned to the Purchaser is included in the amount of the Order.
- In the event of supply by the Supplier of items covered by IPR, not specifically created for the Purchaser in connection with the Order, the Supplier grants the Purchaser, free of charge and on a non-exclusive basis, a right to use these items, including in particular the rights of reproduction, representation, adaptation, marketing, in any form and on any medium whatsoever, for the duration of the legal protection of the IPR and for the entire world. The Purchaser undertakes not to use these items for purposes other than those necessary for the performance of the Order.

The Supplier warrants that it holds, directly or through agreements validly entered into with third parties, all IPR necessary for the proper performance of the Order and, as such, guarantees the Purchaser against any recourse or claim from third parties relating to such IPR. The Supplier shall bear the costs of defence and any sentences that may be pronounced against the Purchaser in connection with an action for infringement and other harmful consequences borne by the Purchaser.

## **12 - COMMERCIAL REFERENCES**

The Supplier shall not use or refer to Saint-Gobain's trade names or trademarks, for any purpose whatsoever, including as a commercial reference, without Saint-Gobain's prior express authorization in Writing.

## **13 - TERMINATION**

In the event that any of the Parties fail to comply with one or more of its obligations under the Contract, the aggrieved Party, may give the defaulting Party notice in Writing of such breach at any time. The defaulting Party shall remedy such breach within thirty (30) days from delivery of such notice. Failing this, the aggrieved Party shall, without incurring any liability whatsoever, have the right to terminate, without having to file any claim before a competent court to this effect, whole or part of the Contract by giving notice of termination in Writing to the defaulting Party, without prejudice to the aggrieved Party's rights to claim damages and/or any other remedies.

## **14 – CONFIDENTIALITY**

The Supplier undertakes to treat as confidential any information, in any form whatsoever, which will be communicated to it or to which it will have direct or indirect access, under the Contract (hereinafter referred to as "**Confidential Information**") and until such time as this Confidential Information has become part of the public domain. For the purposes of this confidentiality obligation, the Supplier undertakes to communicate the aforementioned Confidential Information only to those of its employees or subcontractors who necessarily require it in the performance of the Contract, who must have been warned of the strictly confidential nature of the Confidential Information and must comply with the confidentiality obligations contained herein. The Supplier shall ensure that this clause is respected by all its employees and any subcontractors. All Confidential Information shall at all times remain the full and entire property of the Purchaser to whom it must either (i) be returned in full and free of charge, or (ii) be destroyed at the Purchaser's first request. In the event of destruction, the Supplier shall provide proof of such destruction.

## **15 – PURCHASER'S PROPERTY**

Purchaser may give tools or other items to the Supplier. Any property entrusted to the Supplier by the Purchaser for the fulfilment of the Order will be under their material and legal custody for the entire duration of the Services or the production of the Products. The maintenance of this property is the responsibility of the Supplier. The Supplier is obliged to mark the property as the property of the Purchaser and to store them properly and separately from its own tools and supplies. Consequently, it will be liable for any fault, deterioration or breakage, and more generally for any damage caused to the property entrusted to it, whatever the cause, as well as for any damage caused, when fulfilling the Order, to its personnel, to that of the Purchaser and to any third party. Any entrusted property remains the property of the Purchaser and shall only be used for the performance of the Order and be returned at any time upon notice in Writing of the Purchaser.

## **16 – ETHICS AND COMPLIANCE**

The Supplier its behalf and on behalf of its third parties involved in the performance of its obligations to comply with all applicable laws and regulations including without limitation those relating to: (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour), (ii) environmental law, (iii) financial probity (such as the prohibition of any act of corruption and anti-money laundering), (iv) competition law, and (v) economic sanctions, import and export control regulations (and shall therefore not source the Products or Services or any of its materials or components, from any individual or entity if it could result in a violation of such regulations). The Supplier shall promptly inform in Writing the Purchaser, if any Product or Service, covered by the Contract, are subject to any re-export and/or resale restrictions and/or are originating from or incorporate contents manufactured in the United States of America. If, a new law or regulation makes impossible or illegal the performance of the contractual obligations or exposes it to sanctions, the Purchaser shall be entitled to terminate the order, without any liability to the

Supplier. The Supplier warrants to apply the same requirements with its own third-parties, including any party involved in any order executed by or on behalf of the Supplier for the Purchaser.

The Supplier further undertakes to implement internal proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Purchaser upon request.

The Purchaser may suspend or terminate the Contract immediately upon notice to the Supplier, and shall be entitled to claim any remedy available at law, if the Supplier breaches this Clause. The Purchaser shall under no circumstances be liable for any damage caused to the Supplier by the suspension or termination of the Contract. The Supplier shall meet its own respective costs arising from any suspension or termination under this Clause and mitigate the resulting consequences it might face.

The Supplier acknowledges that it has been informed of the Purchaser's alert system (whistleblowing), which is accessible at : <https://www.bkms-system.com/saint-gobain>.

## **17 - REACH REGULATION**

In its capacity as manufacturer, importer or distributor of the chemical substances sold to the Purchaser, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to meet all applicable laws and regulations in force and more particularly with both European regulations no. 1907/2006 (REACH) and 1272/2008 (CLP) and shall in particular ensure that the substances provided to the Purchaser are duly registered for the uses that have been indicated to him by the Purchaser. The Supplier shall communicate the registration numbers of the substances as well as any update of its registrations. In addition, should these substances be subject to an application for inclusion in the European Chemicals Agency (ECHA) candidate list of substances of very high concern, the Supplier shall inform the Purchaser as soon as it becomes aware of such application. This obligation shall also apply in the case of sale to the Purchaser of mixtures or articles containing such substances. Furthermore, in the event that the substances supplied to the Purchaser are subject to authorisation or restriction, the Supplier shall inform in Writing the Purchaser, of any restrictions and prohibitions of use affecting these substances and of any possibility to substitute such substances. The substances and/or mixtures sold by the Supplier to the Purchaser shall be accompanied by all the information that are necessary in order to enable the Purchaser to use them totally safely. The Supplier guarantees the Purchaser against any financial consequences arising from the Supplier's non-compliance with its obligations under the REACH and CLP regulations and under the present clause. Any limitation of liability provided elsewhere in the Contract does not apply to the liability incurred by the Supplier in this respect.

## **18 - REGISTRATIONS AND AUTHORISATIONS**

The Supplier declares that it has been granted with all the registrations, authorisations and approvals necessary for the performance of its contractual obligations and undertakes to keep them constantly up to date throughout the duration of the Contract. The Supplier shall inform the Purchaser of any suspension or cancellation of registration, approval or authorisation and shall preserve the Purchaser from any financial consequences that could arise from any failure to comply with these obligations.

## **19 - PERSONAL DATA**

The Parties are separate data controllers and each Party has alone determined the purposes and means the processing it carries out. The Parties undertake to comply with all regulations relating to the protection of personal data ("PD") and, in particular, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. In the context of the Contract, neither Party shall carry out any processing operation on behalf of the other Party. For any enquiries regarding the protection of PD, the Supplier's representatives may write to VETROTECH SAINT-GOBAIN INTERNATIONAL AG - Privacy Correspondent at: [Privacy.Contact.Vetrotech@saint-gobain.com](mailto:Privacy.Contact.Vetrotech@saint-gobain.com). The Parties shall allow data subjects to exercise their rights if they make a request (access, copy, information, erasure, rectification) under conditions compliant with the applicable regulations. If a data subject submits a request to one of the Parties to exercise one or more rights under the applicable regulations, that Party undertakes to send, if necessary, the request to the other Party as soon as possible.

## **20 - JURISDICTION - APPLICABLE LAW**

THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SWISS LAW WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAW RULES. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE CONTRACT. IN THE EVENT OF A DISPUTE OF ANY NATURE WHATSOEVER RELATING TO THE PERFORMANCE OF THE CONTRACT, THE PARTIES AGREE TO SUBMIT IT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF FLAMATT, SWITZERLAND,, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTIES, EVEN FOR EMERGENCY PROCEEDINGS OR PROTECTIVE MEASURES.

## **21 - MISCELLANEOUS**

No failure of the Purchaser to enforce any provision of these GTC, in any instance, shall be deemed by the Supplier a waiver of the ability of the Purchaser to enforce such provision in the future.