

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

These general terms and conditions of sales ("**GTCS**") apply to any order ("**Order**") placed by a customer ("**Customer**") to Vetrotech Saint-Gobain UK, Herald Way, Binley Industrial Estate, Coventry, CV3 2ZG, United Kingdom, registration number BR010339 ("**Company**") for the sale of any and all Company's products and/or services ("**Products**"), unless otherwise agreed in writing between the Company and the Customer. These GTCS are effective from 1st January 2022 and supersede any earlier general terms and conditions of sales. The Customer waives the application of its general conditions of purchase and shall not invoke any other documents such as catalogue, brochures or samples issued by the Company, which shall be regarded only as having an indicative value. The Company reserves the right to modify the present GTCS at any time without giving any prior notice to the Customer. The modified version shall enter into force immediately.

In these GTCS, the following terms shall have the meanings hereunder assigned to them:

"**Contract**" means the contract for supply of Products incorporating these GTCS and any special terms agreed in writing between the Company and the Customer.

"**Party**" means the Company or the Customer individually, and "**Parties**" means the Company and the Customer jointly.

2. ORDERS AND ACCEPTANCE

2.1 Offers and prices lists of the Products are only binding if made and delivered to the Customer in writing. Except if otherwise stated in their content, the offers and price lists are valid for 30 days from the date of issuing.

2.2 All Orders placed by the Customer with the Company will be effective only when accepted by the Company in writing in an order confirmation ("**Order Confirmation**"). The Order Confirmation will contain both a description of the Products ordered, the references, the quantity, the price payable and time for delivery and will be deemed to have been received by the Customer two (2) working days after being sent. In the event of any discrepancy between Order and Order Confirmation, the content of the documents shall prevail in the following order:

- Any special terms agreed in writing between the Company and the Customer;
- The GTCS;
- The Order Confirmation; and
- The Order.

2.3 In case of request for modification or cancellation of any Order by the Customer after receipt of an Order Confirmation, and even if the expected delivery date is distant in time, the Company is entitled to charge the Customer any and all costs incurred in connection with such change or cancellation, and notably those costs related to the start of manufacture of any non-standard Products. Any advance payments may be retained by Company to cover the costs incurred as a result of the cancelled order with any excess advanced payment (after all costs of production have been deducted) being returned to the Customer.

2.4 The Customer is responsible for the accuracy of any custom design, drawings or particular specifications relating to the Products, that the Customer provides to the Company. The Customer must also provide all necessary information to the Company with sufficient notice to enable the Company to perform the Contract.

2.5 If the Company performs any measuring to the benefit of the Customer, this is to be considered solely as a mere service which the Company will not be liable for. In particular, the Products design declarations that can be made by the Company are strictly recommendations and do not constitute evidence of static calculation compliance.

3. PRICES AND PAYMENT TERMS

3.1 The price of the Products shall be the price applicable at the date of delivery of the Products unless a fixed-price quotation is agreed between the Parties in writing. Unless explicitly stated otherwise, quoted prices are calculated Ex Works Incoterms 2020 (EXW). Quoted prices are exclusive of VAT and any other taxes, duties and other levies that may apply from time to time.

3.2 Prices listed or quoted are based on costs prevailing at the time when the prices are given or agreed. Notwithstanding the foregoing, in the period

running from the date of Order Confirmation until delivery, the Company reserves the right to pass on additional charges in respect of all increases in the cost of labour, materials, plant, overheads and other taxes or duties outside Company's control.

3.3 The prices of the glass panes are calculated on the basis of a unit of 1 square meter. The smallest unit adopted in the calculation of various types of glass is based on the current prices list or offer made to the Customer. For irregular shaped glass panes, the Company calculates the area of the rectangle from which they were cut. All dimensions are rounded up to the next full centimeter. The resulting area is then rounded up to the next decimal point. The minimum area charges are dependent upon the glass type and/or special combinations as indicated in the price lists.

3.4 The Company's prices do not include the costs of scaffolding, cranes, lifts which may be necessary for proper unloading of the Products on site. The prices include wood frames but do not include any special packaging requested by the Customer, which can be invoiced by the Company.

3.5 Prices listed or quoted are applicable to the quantity specified by and in the information provided by the Customer at the time of the Order. In the event of Orders being placed for lesser quantities than originally agreed between the Parties or if there is any change in specifications or delivery dates, or if delay is caused by the Customer's instructions or lack of instructions, the Company shall be entitled to adjust the price of the Products as ordered to take account of the variations.

3.6 Unless otherwise agreed in writing, payment shall be made within thirty (30) calendar days after the date of invoice (except if otherwise agreed, it is the date on which the Products are "ready for dispatch" or "due for delivery"). Payments shall be effected in the currency set out in the Order Confirmation.

3.7 Whatever the means of payment used, payment shall not be deemed to have been effected before the Company's account has been irrevocably credited for the amount due.

3.8 In the event of a non-payment, even in part, of one of any agreed instalments, the total of the sums due, for whatever reasons, will become due immediately. Besides, without prejudice to any other right or remedy available to Company, Company shall be entitled to charge the Customer interest on the amount unpaid at the European Central Bank's main refinancing rate, increased by ten (10) percentage points until actual payment on all overdue accounts and / or set-off any amounts Company owes to the Customer by way of rebate payments or any other monies due from Company to the Customer against any monies owed by the Customer to Company.

3.9 In case of any delay in payment, partial payment or the Customer's failure to execute its obligation or serious doubts on the Customer's solvency, the Company reserves the right, without notice, (i) to change the payments terms or request financial guarantees, or (ii) to change the cap of the Customer's outstanding debts and/or (iii) to refuse or cancel any Order placed or to suspend deliveries of all outstanding Orders, without any damages or any other kind of indemnification or compensation due to the Customer.

3.10 In any case, any claim for defect of the Products shall not suspend or delay the payment of the Products or authorize the Customer to make partial payments. All payments are to be made without deduction or set-off from any sums owing or due from the Company.

3.11 The Company shall be allowed at all times to set off any debt or claim of whatever nature that the Company may have against the Customer against any sums due from the Company to the Customer including by way of rebate payments or any other monies due from Company to the Customer.

3.12 Any consignment of the Products requested by the Customer and agreed by the Company will be invoiced separately and payment shall be made in full by the Customer against invoice on the first day of the month that in which the Products were dispatched.

4. DELIVERY AND INSPECTION

4.1 Unless otherwise agreed in writing between the Company and the Customer, delivery shall be made EXW Company facility, or according to the delivery terms indicated in the Order Confirmation, as per the

Incoterms® 2020. Estimated lead-times are indicated in the Order Confirmation. The Company shall not be held responsible for late deliveries and/or partial deliveries, and the Customer shall not be entitled to claim any damages or compensation and/or cancellation of the Order.

4.2 Without affecting any rights the Company may have against the Customer for failure to accept delivery, if for any reason the Customer is not able to accept delivery of the Products (i) at the date indicated in the Order Confirmation or any other agreed date or (ii) at any later date indicated by the Company further to the Customer's failure to accept delivery on the initial date, then the Company shall be entitled to terminate the Contract in whole or in part and/or charge the Customer additional costs of extra handling, transport, storage and/or disposal of the Products. In case of storage, Products will be stored at the Customer's risks until delivery. The Company is entitled to charge any partial delivery requested by the Customer.

4.3 The Company determines the type of packaging of the Product. The glass transport pallets, if any, remain the Company's property and the Company is entitled to decide when and how he collect the empty transport pallets. In such case, costs of return shall be borne by the Company. Any damaged or lost pallet will be invoiced to the Customer.

4.4 Except if otherwise agreed between the Parties, the Products transit at the Customer's own risks. The Company shall not be liable in case of delay, damage on, loss or partial loss of the Products, during the loading, carriage and unloading of the Products. The Customer shall bring its action or claim directly against the Customer's carrier.

4.5 Upon delivery or collection, the Customer shall inspect the Products and report any damage, apparent defect or non-compliance, and/or loss (such as packaging, breakage of glass or quantitative complaints) to the Company and the carrier (by mentioning it on the consignment note or any delivery document) in the form and within the time limits provided for under applicable law. This notice must be made within a maximum of forty-eight (48) hours following delivery or collection with a detailed description of type of defect / damage and photographic documentation. Should the Customer fail to give notice within the aforementioned time, the Products shall be deemed to have been accepted by the Customer. In any case, payment of all the delivered Products will be due.

5. RETENTION OF TITLE

5.1 THE PRODUCTS REMAIN COMPANY'S FULL PROPERTY UNTIL FULL PAYMENT OF THE PRICE, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY.

5.2 Notwithstanding this retention of title, as soon as the Products have been delivered to the Customer or handed over to the carrier, the Customer becomes the guardian and bears the risks (e.g. loss, damages, ...) attached to it. The Customer shall keep the Products in such a way that they cannot be confused with other material, and in particular preserve the identification marking.

5.3 In the absence of full payment, the Customer undertakes to promptly return the Products at its own costs and will bear any costs of repair, if any.

5.4 In all cases in which the Company is required to enforce the retention of title, any advance payment made can be retained by the Company and be offset against any costs of recovery of the Products and lost profit on the onward sale of the recovered products.

5.5 The Customer shall, at the request of the Company, assist the Company in taking any measures necessary to protect the Company's title to the Products.

5.6 The retention of title under this Article shall not affect the passing of risk in accordance with Article 4.

6. WARRANTY

6.1 Unless the Company has explicitly agreed in writing that a separate commercial warranty shall apply for the Products, the Company only warrants that the Products comply with their specifications and are free from defect attributable to faulty design, materials or workmanship. The Company makes no other warranty, either express or implied regarding the Product, including, but not limited to, implied warranties of performance, merchantability and/or fitness for a particular purpose.

6.2 No responsibility or liability shall be accepted for any statement, representation, warranty or otherwise made by any of the Company's representative, agent, distributors or third party. In particular, the Company

is not liable for the correctness of size, weight, descriptions, installation instructions, calculations, sketches, drawings or any other properties contained in brochures or sample catalogues, price lists or other documents transmitted or distributed by manufacturers of certified systems which include the Company's Products, nor for any tests results or certificates, obtained by (or on behalf of) the manufacturers of such systems.

6.3 The Company's Products are cut and shaped or manufactured with tolerances in accordance with professional rules and according to their data sheets. Deviations in size, weight, content, thickness and colouring of the Products are tolerated within the usual limits of the European standards for this industry and the Company's specifications and guidelines.

6.4 Specifications, performances and technical characteristics stated in catalogues, technical brochure and any other commercial documentation and packaging are subject to revision at any time without any prior notice to the Customer. The Customer acknowledges that he is aware of the technical characteristics, such as fire rating, of the Products as well as their conditions of use and application, defined in particular by test certificate/approval, the rules of the art and any current technical documentations or recommendations. For the avoidance of doubt, the Customer shall conduct prior and sufficient tests and/or obtain such recommendations to verify that the Products ordered by the Customer meet its requirements, and is consistent with relevant standards and regulations, and in particular, complies with parameters of the system to which the Products is dedicated.

6.5 The warranty period of the Products is one (1) year starting from the delivery date of the Products to the Customer or collection date if collected on behalf of the Customer.

6.6 However, warranty is excluded and the Company shall not be liable:

- a) in case of damage on the Products after delivery or assembly (e.g. accidental damage or deterioration resulting from improper handling or defective transport), and/or in case of an apparent defect or non-compliance not reported on delivery as per Article 4.5,
- b) in case of use of the Products not in furtherance with their specifications, such as recommended installation/assembly instructions notably contained in the Installation Guideline (e.g. silicones or adhesives may react chemically with the Products), test reports, any special warranty information, Application Guideline, other information provided by the Company, such as Quality Guideline, or by any applicable regulation or standards,
- c) in case of improper storage or maintenance operations, such as cleaning operations (e.g. cleaning with abrasive products or chemicals),
- d) if changes are made to the Products by the Customer or any other third party without the prior written consent of the Company (including, without limitation, post processing, glazing, temporary glass installation, improvement or repair work),
- e) in case of damage arising out of materials provided, or a design stipulated or specified (such as selection of thickness, shape, and type of processing of glass edges) or calculations (such as those related to the structure, including static elements) made, by the Customer, unless approved otherwise by the Company in writing,
- f) for normal wear and tear.

6.7 The Customer shall notify the Company in writing of any defect within three (3) working days maximum from its discovery date. However, where the alleged defect is such that it may cause any kind of damage, the Customer shall immediately inform the Company in writing and take any action to minimize the damage. The notice shall contain a detailed description of the defect. If the Customer fails to notify the Company in writing of a defect within the time limits set forth in this Article, the Customer shall lose its right to have the defect remedied. Any processing, machining, installation or use of the Products must be suspended and the Products shall be secured by the Customer until inspection by the Company (or one of its representative)

6.8 The Customer shall at its own expenses provide access to the Products for inspection by the Company.

6.9 In case of Product proved to be defective, the Company is entitled, at its sole discretion, and as a sole and exclusive remedy, to

- a) replace the defective Products, by delivering a replacement product to the Customer,
- b) repair the defective Products,
- c) grant a discount to the Customer, or
- d) take back the defective Products against reimbursement.



Vetrotech Saint-Gobain UK

Herald Way, Binley Industrial Estate, Coventry, CV3 2ZG, United Kingdom - www.vetrotech.com
Registration number BR010339

All other claims under law, contract, tort or any other legal notion against the Company based on such liability for defects shall be expressly excluded, except where the Company has been guilty of gross negligence or willful misconduct.

6.10 Any ancillary costs, such as removal and reinstallation costs, shall be borne by the Customer, except if otherwise agreed with the Company. In particular, unless otherwise agreed, the Customer shall bear any additional costs which the Company incurs for remedying the defect caused by the Products being located in a place other than the destination stated in the Contract or – if no destination has been stated – the place of delivery. However, if a Product can only be considered as defective after its fitting (but within the warranty period as stated in Article 6.5) and its replacement being necessary, then the exchange costs shall be borne by the Company up to a maximum of EUR 50 per square metre.

6.11 In case of replacement, the Company may substitute defective Products by any comparable quality or price range products if the original Products are no longer available. In addition, as the shades of the Products may vary slightly depending on the manufacturing date and their ageing over time, the Company cannot guarantee the replacement of the Product in a shade perfectly identical to the first delivery.

6.12 Except if otherwise requested by the Company, defective Products which have been replaced shall remain the Customer's property and the Company shall have no obligations with respect to scrapping etc. of such defective Products.

6.13 When a defect has been remedied, the Company shall be liable for defects in the repaired or replaced Product during the remaining time of the initial warranty period, that shall not be extended with respect to any repaired or replaced Products.

6.14 For the avoidance of any doubt,

- the Company will not accept any claim for defect after the end of the warranty period specified in Article 6.5, and
- the Company will not accept any further claim regarding Products where a discount has been already granted to the Customer as per Article 6.9 c).

7. LIMITATION OF LIABILITY

7.1 Notwithstanding anything to the contrary in the GTCS or any other documents included in the Contract, the Company shall not be liable for any special, consequential or indirect damages, or costs, whatsoever (including, without limitation, loss of production, loss of profits, loss of use, loss of contracts, ...) to the maximum extent permitted by applicable law.

7.2 Without prejudice to any other provisions in these GTCS, in any event the Company's total liability for any one claim or for the total of all claims arising from any one act of default on the Company's part (whether arising from the Company's negligence or willful misconduct) shall not exceed the purchase price of the Products the subject matter of any claim.

7.3 Nothing in these conditions shall exclude or restrict the Company's liability for death or personal injury caused by the negligence of the Company or fraudulent misrepresentation.

7.4 The Company is willing to undertake liability additional to that provided by this clause 7 in exchange for a higher price for the Products.

7.5 These limitations on potential liabilities have been an essential condition in setting the Products prices.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless expressly provided otherwise, the intellectual property rights held by the Company, or by one of the Saint-Gobain group's direct or indirect subsidiaries, in particular plans, computer files, technical and commercial documentation, specifications, test results, photographs, samples, prototypes, studies, reports, correspondence, patents, models and drawings, trademarks ("**Elements**"), remain the exclusive property of the Company and/or the Saint-Gobain Group.

8.2 The Customer undertakes to use these Elements faithfully, without distortion or adaptation and within the strict limits of the agreed purpose. Consequently, the Customer agrees not to:

- transfer or distribute these Elements without the Company's prior written consent; and/or
- make any use of the Elements that would be prejudicial or that would damage the Company and/or the Saint-Gobain group's image.

9. FORCE MAJEURE

9.1 The Company shall be entitled to suspend performance of any of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the Company such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, governmental acts, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Article.

9.2 In such event, the Company shall inform the Customer about any Force Majeure event as soon as reasonably practicable following its knowledge of such event. If the circumstances preventing the Company from performing its obligations are still continuing three (3) months after receipt of the notice, either Party may give notice to the other terminating the concerned Order(s). In such case, and as a sole remedy, the Company shall refund any payment made by the Customer on account of the price of the Products not being able to be delivered after receipt of the notice.

10. COMPLIANCE

10.1 The Customer undertakes to comply with all applicable laws and regulations, in particular but without limitation : (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour), (ii) environmental law, (iii) those relating to financial probity (which include without limitation the prohibition of any act of corruption), (iv) competition law, (v) economic sanctions, import and export control regulations (including not to resell or otherwise transfer the Products to any individual or entity if it could result in a violation of such regulations). The Company is entitled to reject and/or suspend any order, without liability, if any new regulation renders the performance of its contractual obligations unlawful or exposes the Company to sanctions.

10.2 The Customer further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Company upon request. Failure to answer such request entitles the Company to suspend its contractual obligations, without prejudice to its other rights and without any liability to the Customer.

10.3 The Customer acknowledges that it has been informed of the Company's professional alert system, which is accessible at: <https://www.bkms-system.com/saint-gobain>.

10.4 Bribery Act Compliance

In accordance with the terms of Article 10.1 above, the Customer shall ensure that in any dealings with the Company, neither it or its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Customer shall inform the Company immediately it becomes aware of any actions between the Parties that could constitute an offence under the Act.

11. DATA PROTECTION

11.1 For the purposes of this clause, (a) "Data Protection Laws" means any laws and regulations relating to the use or processing of personal data including: (i) the Data Protection Act 1998 ("DPA"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable legislation implementing or made pursuant to EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/136/EC), and (ii) from 25 May 2018, EU Regulation 2016/679 ("GDPR"), and (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the GDPR.

11.2 Each Party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with these terms and conditions. Such processing shall continue for so long as these terms and conditions are in force and shall be in respect of the following:

- 11.2.1 Categories of data: Contacts within each of the Parties and the ultimate customer details;
- 11.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;
- 11.2.3 Purpose and nature of processing: (i) manage the Contracts between the Parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering Goods to the ultimate customer on behalf of the Customer.



Vetrotech Saint-Gobain UK

Herald Way, Binley Industrial Estate, Coventry, CV3 2ZG, United Kingdom - www.vetrotech.com
Registration number BR010339

11.3 To the extent that a Party processes any Personal Data on behalf of the other Party, the processing Party shall: (a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these terms and conditions as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of these terms and conditions; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in these terms and conditions.

11.4 The Customer agrees that Company may engage third party providers including any advisers, contractors, or auditors to Process Personal Data ("Sub-Processors"). The Company shall ensure that its contract with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which the Company is subject to under these terms and conditions in relation to the Processing of Personal Data.

11.5 If either Party receives any complaint, notice or communication which relates to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with these terms and conditions is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other Party and provide the other Party with reasonable cooperation and assistance in relation to any such complaint, notice, communication or personal data breach.

11.6 Customer has the right to access, rectify, delete and oppose the personal data concerning him, which he can exercise by sending an e-mail to: Privacy.Contact.Vetrotech@saint-gobain.com or by writing to: VETROTECH SAINT-GOBAIN AG - Privacy Correspondent - Bernstrasse 43, CH-3175 Flamatt, Switzerland.

For more information on the processing of personal data by the Company, the Customer may consult the tab "Privacy policy" in "Legal information" on the Company's web page www.vetrotech.com.

12. APPLICABLE LAW AND DISPUTES

12.1 All Contracts between Company and the Customer shall be governed and construed in accordance with English law and all disputes arising in relation to such Contracts shall be submitted to the exclusive jurisdiction of the English courts.

13. MISCELLANEOUS

13.1 If the whole or any part of any provisions of these GTCS are invalid or unenforceable at law, all the other provisions of these GTCS shall remain in full force and effect and the Parties shall negotiate in good faith to agree and implement one or more substitute provisions having similar effect so far as the law permits.

13.2 No delay or failure of either Party in exercising any right hereunder shall operate as a waiver of any right of said Party, except to the extent specifically waived in writing.

13.3 Any notice shall be sent in written and transmitted by hand, registered letter, or by email, with acknowledgement of receipt, to the address of either Parties as indicated in the Order Confirmation.

13.4 The Parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

Version November 2021



Vetrotech Saint-Gobain UK

Herald Way, Binley Industrial Estate, Coventry, CV3 2ZG, United Kingdom - www.vetrotech.com
Registration number BR010339