



General Purchase Conditions

SAINT-GOBAIN ADFORS CZ s.r.o.

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2. Objective

The objective of this document is to define general purchase conditions for the purchase of goods and services.

3. Scope of application

This document shall apply to the company **SAINT-GOBAIN ADFORS CZ s.r.o.** based in Litomyšl, Sokolovská 106 and their production plants.

These general conditions of purchase apply to legal relations arising from purchase contracts, contracts for work or similar contracts concluded in which the limited liability company (hereinafter called the Buyer) acts on the side of a buyer, client or customer referred to in another way.

The General Conditions of Purchase have the character of business conditions within the meaning of the provisions of the Civil Code. If a contract concluded between the Buyer of one part and the Seller or a supplier referred to in another way of the other part contains arrangements diverging from these general conditions of purchase, such divergent arrangements shall take precedence over the wording of the general conditions of purchase.

4. Terms, definitions, abbreviations

OTIF - (on time in full) a methodology for the evaluation of deliveries of goods and services
- a delivery is evaluated for the accuracy of on-time delivery and complete quantity

5. Process description

5.1 GENERAL PROVISIONS

Legal relations between the Buyer and the Seller are governed by the present General Conditions of Purchase.

Purchase contracts and order cancellations as well as changes and additions thereto must be in written form and must be confirmed in writing by the Seller, who hereby fully accepts the present General Conditions of Purchase. An order confirmed by the Seller shall also be considered as a purchase contract. An order must be made out on the Buyer's standard form. Orders and cancellations may also be sent in electronic form. In any case, the commencement of performance of an order shall imply full acceptance by the Supplier of the order in all its provisions.

These General Conditions of Purchase take precedence over the general sales conditions of the Seller. They are based on Incoterms 2010, in the DDP (Delivered Duty Paid) formulation thereof.

Additional agreements, amendments and additions, if any, must have written form. Other general business conditions shall not apply even in the event they are not expressly disputed.

5.2 SUBCONTRACTING

The Seller undertakes not to subcontract the orders, in whole or in part, to any third party without the prior written consent of the Buyer. In any case, authorised subcontractors will remain under the Seller's authority and the Seller shall be liable for acts, omissions and defaults of such subcontractors.

5.3 CONDITIONS OF DELIVERIES AND SERVICES

5.3.1 General provisions

The Seller undertakes to provide the services ordered in accordance with the present conditions of purchase, with good industry practices and with all applicable laws and regulations, particularly in the area of the environment, hygiene, health protection, occupational safety and working conditions.

To ensure the proper performance of services, the Seller will allocate the necessary means and material and will employ qualified staff whose skills are guaranteed and who will remain under its authority at all times.

All goods entrusted to the Seller for the performance of this task shall remain in its custody, physically and legally, throughout the duration of that task. The Seller will therefore be held liable for any deficiency, deterioration or breakage and, more generally, for any damage caused to the goods entrusted to it for whatever reason, and will also be liable for any damage caused not only to his own employees but also to the Buyer's employees or employees of any third party concerned.

Deliveries must comply with the Buyer's prescribed technical data, requirements or input based on documents handed by the Buyer to the Seller. Such data and requirements are "guaranteed properties" of objects of purchase unless an exception is expressly granted in writing by the Buyer for individual data and requirements.

5.3.2 REACH

Caring for the environment and respecting health and safety in the work environment are part of the Saint-Gobain Group's Principles of Conduct and Action.

The supplier undertakes to meet all applicable laws & regulations regarding chemicals sold to customers, regardless of whether these substances are supplied to be used on their own, in preparations (also called mixtures), in articles or in their packaging.

The supplier especially undertakes to comply with the European REACH Regulation n° 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemical substances. It also undertakes to comply with the European Regulation (CE) N° 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation).

Therefore, in accordance with the European REACH Regulation, if the substances provided within the framework of the present contract must be registered with the European

Chemicals Agency, the supplier especially guarantees to the customer that the substances have been pre-registered and/or have been or will be registered within the deadlines set by the European REACH Regulation, by the supplier itself or, if the supplier is established outside Europe, by one of its affiliates established in Europe or by an Only Representative. The aforementioned registration must cover all the uses of these substances by the customer. The supplier undertakes to communicate the registration numbers of registered substances.

In the event that the substances supplied to the customer are subject to authorisation or restriction, the supplier undertakes:
with regard to substances subject to authorisation, to supply only those substances duly authorized for the uses the customer intends to make of these substances,
with regard to substances subject to restriction, to supply only those substances which comply with the restriction measures imposed by European REACH Regulation,
to immediately notify the customer about any intended change in the regulation applicable to these substances (especially in the case of a ban on their uses) and about any possibility of substitution for such substances.

The substances, whether supplied to be used on their own, or included in preparations (or mixtures), or articles will have to be delivered:

- in packaging compliant with standards applicable to the labelling and packaging of chemicals, such as those set out by the European Regulation (CE) N° 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation),
- accompanied by any necessary information enabling the customer to use them totally safely. Whenever required by the regulations in force, the supplier undertakes to provide the customer with the corresponding safety data sheets (SDSs) written in the language of the country of delivery. The SDSs should comply with the applicable regulations, European regulations as well as national regulations, and especially include the exposure scenarios for the uses made by the customer of the supplied substances when required. The supplier will have to update the SDSs on a regular basis and will have to communicate these updates to the customer when required by the regulations and at least every 3 years. If such SDSs are not mandatory, the supplier undertakes to communicate all the information mentioned in Article 32 of the REACH Regulation ('Duty to communicate information down the supply chain for substances on their own or in preparations for which a safety data sheet is not required') to the customer.

In addition, the supplier undertakes to notify the customer if the articles supplied and their packaging contain any substance of very high concern as soon as they are included in the Candidate List, as defined by the European REACH Regulation (Candidate List of Substances of Very High Concern for Authorisation – Annex XV), above 0.1% weight by weight. As the Candidate List is subject to regular updates, the supplier must monitor it and immediately inform its customers when necessary.

The supplier undertakes to give the customer at least six (6) months' notice if, in the course of the present contract, the supplier intends either to modify the ingredients and/or technical characteristics of the substances or mixtures or articles supplied or to stop selling them.

The supplier undertakes to comply with any changes in regulations during the contract period, including in the European REACH and CLP Regulations, and, as a consequence, to adapt its obligations to the customer under these regulations.

The supplier guarantees the customer against any financial consequences of a failure on its part to comply with the obligations imposed upon it by the REACH and CLP Regulations and by this present clause. Any limitation of liability provided elsewhere in this contract does not apply to liability incurred by the supplier in this capacity.

5.4 MODIFICATION OF THE ORDER

Prior to delivery, the Buyer reserves the right to modify the order in any way whatsoever, without any compensation being due to the Seller in this respect.

Any modification to the order must be notified to the Seller by the Buyer. Immediately upon receipt of the notification, the Seller shall notify the Buyer in writing of consequences arising from the modification and, in particular, in terms of financial costs and delivery times.

Should the parties fail to agree on the consequences of the order modification, the Buyer may either request the Seller to fulfil the order under the initial conditions or it may terminate the relevant order by registered letter with acknowledgement of receipt (return receipt). Simultaneously, it is necessary to deal with impacts concerning mainly a decrease or increase in the cost as well as deadlines for deliveries adequately upon mutual agreement in the form of a written amendment to the order or to the purchase contract.

5.5 DELIVERY

5.5.1 *Delivery times*

The place, dates and times for delivery of the goods and performance of the services specified in the order are binding. Receipt of goods/material/services (hereinafter called the goods) by the Buyer shall be decisive for assessing a delivery date or time.

The Seller is obliged to make the goods ready in time while taking account of usual times needed for loading and despatch. Deliveries shall be effected according to the Buyer's instructions. Any delay in delivery of the goods and performance of the services will automatically give rise (without prior official notification to the application) of a late delivery penalty - which will not release the Seller - equivalent to 0.5% of the value of the order (tax excluded) per calendar day of delay, up to the limit of 10% of the amount of the order (tax excluded), without prejudice to the application of the provisions of clause 6.12 below.

5.5.2 *Documents*

All deliveries must be accompanied by a delivery note including, in particular, the number of the order slip, the total quantity delivered, the number of parcels delivered, the number and the type of articles per parcel, and also any documentation relating to the goods, such as: safety notices, technical notices and plans, safety instructions and directions for use, certificates of conformity, etc.

In addition, a foreign Seller is obliged to enclose an invoice, customs documents and a proof of origin of the goods. If no proof of origin of the goods is delivered, the delivery of the goods shall be deemed incomplete and the Buyer is entitled to withhold payment for the delivery of the goods in accordance with Article III. The Seller is obliged to settle all losses due to failure to deliver a proof of origin of the goods.

5.5.3 *Packaging*

Goods shall be delivered marked and labelled with their packaging, in accordance with the applicable laws and regulations. Product packaging must be designed so as to guarantee

optimum preservation, safety of the goods, persons and property, taking account of the nature of the goods, under normally foreseeable transport and handling conditions.

5.6 CONFORMITY – INSPECTION – ACCEPTANCE

5.6.1 Conformity

Each delivery of the goods must be free from defects and must comply with the contractual specifications and with their intended use. It must also satisfy customary quality criteria and comply with norms and legislation in force in the country of delivery as well as in the country of the Buyer's registered office.

The Seller is responsible for introducing and maintaining procedures that will assure high and stable quality of the object of delivery. The quality shall conform to the Buyer's agreed specifications.

The Seller undertakes to conduct regular inspection of each delivery for its conformity with the specification approved by the Buyer. The Buyer shall receive a proof of an inspection conducted along with the delivery.

Objects of delivery must always respect the current state of science and technology and the state of competitive products. The Seller shall inform the Buyer about it without being called on to do so. If deviations occur, both Parties shall enter into negotiations with the aim of adapting to the new conditions. The Seller is obliged to inform the Buyer about planned changes in the production process, input ingredients used and inspection of goods.

The Seller is obliged to give the Buyer an opportunity to make sure that measures to assure quality are applied to the necessary extent and the duty to keep documentation associated therewith is also being fulfilled. To this end, the Seller shall enable the Buyer, upon agreement, to inspect the production and inspection facilities, to inspect production and inspection support materials including documentation at any time.

The following serves a basis for assessing and determining the necessary extent of measures to assure quality:

a) For deliveries of chemical substances

- Certificates of ISO standards, of VDA standards – quality assurance in the automotive industry
- Technical delivery terms: TL-VW, Czech National Standards, Product specification, Quality Certificate
- Safety data sheet under applicable legislation (REACH) – a registration sheet of safety data of the given material in terms of personal protection, environmental protection and handling of hazardous substances (in Czech, pursuant to the norms EC 1907/2006 (REACH). EC1272/2008 (CLP), possibly EC 453/2010) – see clause 6.3.2
- Labelling and packaging of chemical substances under applicable legislation primarily Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures

b) Other

- Operating instructions, directions for use, design documents
- Declaration of conformity
- Other additional documents proving quality

In the event of conflict between the provisions applicable in the country of delivery and those that are applied in the country of the Buyer's registered office, the more stringent provisions shall take precedence. Furthermore, all machinery and equipment must be designed and constructed so that their installation, use, adjustment and maintenance, under conditions in accordance with their purpose, do not expose persons to any safety or health risks.

5.6.2 Inspection

The Seller shall create a quality assurance plan that includes, in particular, continuous internal control of the design and performance of all its goods and services, in order to guarantee conformity.

The Seller must implement measures to ensure that all goods and services supplied are fully traceable.

5.6.3 Acceptance

As far as services are concerned, final acceptance is subject to the issuance by the Buyer of an acceptance certificate without reservation.

All non-conforming goods or services may give rise to an outright rejection on the part of the Buyer.

The Buyer reserves the right to notify the Seller at any time and by any means (fax, email, etc.) of faulty performance or lack of performance by the Seller, or of any loss, damage or non-conformity of the goods observed upon removal of packaging or during subsequent checks, even if the corresponding invoices have been partially or fully settled.

At its discretion, the Buyer may request replacement or repair of the goods at the Seller's expense or termination of the order without prejudice to any claim for damages.

The Seller must, at his own expense, remove rejected goods within eight (8) calendar days of the notification of rejection. After that period has elapsed, the Buyer may remove the goods by any means at its discretion at the expense and risk of the Seller.

The Seller is obliged to compensate the Buyer for losses due to default under statutory regulations unless expressly stated otherwise in the contract or order. If the Buyer decides so, it may introduce an evaluation of deliveries using the OTIF method. In such case the Seller shall be acquainted with the Buyer's evaluation conditions.

5.7 WARRANTY AND RESPONSIBILITY

5.7.1 Warranty

Under a statutory warranty, the Seller gives the Buyer a guarantee that covers any latent defects that may affect the goods or services delivered rendering them unsuitable for their use and purpose.

Under a contractual warranty and without prejudice to the application of the above-mentioned legal provisions and to the application of clause 6.12 "TERMINATION" below, the Seller guarantees the goods and services delivered to be free from any defects in design, manufacture or materials and to be operational and functional for a period of twenty-four (24) months from delivery thereof. Consequently, the Seller undertakes, particularly during this warranty period, to repair or replace such defective goods or parts as may be necessary, at

its own expense and with its own workforce. In the event that such warranty is called upon, it will start anew for the same period with respect to the repaired or replaced parts.

In the event of deliveries of defective goods by the Seller, the Seller may sort out, repair or supply afterwards defective parts before the commencement of production (processing or assembly), but only if acceptable to the Buyer. If the Seller is unable to do that or if it fails to rectify the situation without delay, the Buyer may withdraw from the contract to the extent of the delivery with faulty performance and send the goods back at the Seller's risk. In urgent cases, upon agreement with the Seller, the Buyer may make an adjustment on its own or have it made by a third party. Costs incurred by the Buyer in connection with deliveries of defective goods shall be borne by the Seller.

If the same goods are delivered repeatedly in a defective condition, the Buyer is, following a written warning, entitled to withdraw even from deliveries that have not been effected yet in the event of a repeated delivery with defects.

If a fault is found only after the commencement of production, in addition to the rules under par. 1, the Buyer may demand compensation for the damage inflicted including compensation for additional costs incurred. In urgent cases, the Buyer may make adjustments on its own or have them made by a third party, and they will be recharged to the Seller.

The Buyer must place the goods that the Seller is to replace at the Seller's disposal at the Seller's request and cost. The warranty expires upon the elapse of 24 months from the time of use or assembly but upon the elapse of 30 months from delivery of the object of purchase to the Buyer at the latest.

No warranty claims arise if the fault occurred owing to a breach of operating, maintenance or assembly instructions, improper or non-professional use, erroneous or negligent handling and natural wear as well as due to interventions made by the Buyer or a third party in the object of delivery. Unless the above is provided for otherwise, the warranties shall be governed by statutory regulations.

If the Buyer ascertains deviations from the order or, if applicable, delivery note / acceptance certificate such as variations in quantity, qualitative deficiencies or damage by transport, it is entitled to return or take delivery of the consignment without losing its vested rights.

5.7.2 Responsibility

Unless responsibility is provided for otherwise in another section hereof, the Seller is obliged to make good damage inflicted on the Buyer directly or indirectly as a result of a faulty delivery, a breach of statutory safety regulations or for other legal grounds attributable to the Seller.

If a claim is lodged with the Buyer on the basis of unlimited responsibility under a right that cannot be assigned to third parties, the Seller shall act towards the Buyer to the same extent to which it would bear immediate and unlimited responsibility as well.

Applicable statutory regulations shall apply to the settlement of damage between the Seller and the Buyer. The same also holds good in case of a direct claim to the Seller.

The duty to compensate for damage is not feasible if the Buyer has effectively limited its responsibility to its customer within the meaning of applicable statutory provisions. At the same time, the Buyer shall endeavour to arrange limitation of responsibility to a legally permissible extent for the Seller's benefit as well.

The Buyer's claims are excluded if damage has been caused by the Buyer's fault as a result of breaching operation, maintenance and assembly regulations, due to improper or non-professional use, erroneous or negligent handling, natural wear or erroneous repair. The Seller shall be responsible for Buyer's justified measures to prevent losses (e.g. a recall), to the full extent.

If the Buyer intends to lodge a claim with the Seller under the aforesaid provisions, it shall inform and consult the Seller forthwith. The Buyer must give the Seller an opportunity to verify the loss event. The contractual partners shall agree on measures to be taken, especially during settlement negotiations.

5.8 TRANSFER OF OWNERSHIP RIGHTS

The Buyer shall acquire an ownership right to the goods being sold upon handover of the goods by the Seller to the Buyer. Unless the Buyer so agrees in writing prior to delivery, the Seller may not invoke against it any retention of title in respect of the goods delivered.

5.9 FINANCIAL CONDITIONS

5.9.1 Price

Unless agreed otherwise in writing by the Parties, prices are understood to be firm and final exclusive of taxes.

5.9.2 Invoicing

If the Seller hands over the object of purchase to the Buyer free from faults, it is entitled to invoice for the delivered goods as of the last day of the month in which the delivery of the goods was effected. If the object of purchase was taken over at an earlier date, the due date shall be governed by the agreed delivery date. Each order will be invoiced separately.

Invoices will be sent in two (2) copies to the Buyer once the order has been fully delivered. Invoices shall state, in addition to the particulars legally required, the order number, references of the delivery form as well as any assignment of debt made by the Seller, irrespective of the form thereof. The assignment of debt may be asserted against the Buyer provided that the Seller has notified the Buyer thereof prior to proceeding with said assignment.

The Buyer reserves the right to refuse the invoicing and delivery of any goods that have not been duly ordered. Payment shall take place by bank transfer. Any change in the due date must be approved by both Parties. The Buyer is entitled to charge differences arising from deviations in the price or quantity immediately to the Seller's account and to offset them against the nearest invoice issued. The same procedure shall be followed in the event of retroactive changes in prices. In the event of a faulty delivery of the goods the Buyer is entitled to withhold the payment until proper performance has been provided.

5.9.3 Terms of payment

Unless otherwise agreed in writing by the Parties, the due date shall be forty-five (45) days from the end of the month in which the invoice was issued. The Seller agrees that bank charges associated with the settlement of an invoice will be shared (SHA term).

The parties acknowledge that payment due from [enter company name] in December and June each year will be deferred and instead will be paid on [10 January and 10 July] respectively. Under the terms of this Agreement this does not constitute a late payment or incur and interest.

5.9.4 Assignment of claims

Without the Buyer's previous written consent the Seller is not entitled to assign its claims towards it or to transfer them to third parties for enforcement. The Seller shall participate in the mutual checking and confirmation of receivables and payables.

5.10 INTELLECTUAL PROPERTY

The Seller warrants that he is the owner, or has obtained all rights by means of agreements duly concluded with third parties, of all intellectual property, know-how processes, patents, utility and industrial designs relating to the manufacture and use of the goods and/or for the proper performance of services ordered by the Buyer. Consequently, the Seller grants a guarantee to the Buyer against any claims or actions instituted in this regard by a third party both domestically and abroad.

The Seller is obliged to inform the Buyer about the utilisation of all own patents, utility or industrial designs as well as about licensed use of patents, utility and industrial designs of third parties for the goods supplied to the Buyer. The licences used must allow exporting the goods to all export countries of the Buyer.

The Seller releases the Buyer and the Buyer's customers from all claims arising out of the use of such protective rights. This shall not apply if the Seller has manufactured the objects of delivery according to drawings, models or other comparable descriptions or data handed by the Buyer and is not aware or may be aware in connection with the products it is developing of the fact that this infringes on protective rights. At the Buyer's request, the Seller shall notify the Buyer of such use of published own or licensed protective rights and applications of protective rights for the object of delivery. The Seller may not use solutions and procedures that form the Buyer's intellectual property for other purposes than for the manufacture of the goods for the Buyer.

The Seller may not file an application for an invention, utility or industrial design for any solution that is the Buyer's intellectual property and has been handed to the Seller in support materials or has been created in connection with a Buyer's development order as well as part of consultations with Buyer's experts. The Seller may not recognise and reward any such solution as an improvement suggestion, either.

The contractual partners undertake to inform each other forthwith of risks of infringement ascertained. If a third party claims that the goods and/or services delivered by the Seller under the terms of the order constitute an infringement of its intellectual property rights, the Buyer shall notify the Seller thereof as soon as possible and, at his discretion, may choose to co-operate with the Seller in the defence against such allegation or will require that the Seller defend the claim.

In either case, it is expressly agreed that this defence will be at the sole expense of the Seller and that the Seller shall indemnify and hold harmless the Buyer against all damages as well as all costs and expenses the Buyer might be ordered to pay on the basis of an allegation of this type. The Seller will also bear all financial consequences resulting from the goods and/or services in question being unavailable or from restrictions to which the goods and/or services might be subjected.

If such an allegation arises or seems probable, the Seller must, as soon as possible, either negotiate and agree a settlement with the third party concerned so that the Buyer may continue to use the goods and services in question, or modify or replace them with goods or services that are at least functionally equivalent, all the aforesaid being without charge to the Buyer.

If none of the measures set forth above are reasonably achievable, the Seller will then credit the Buyer with a sum equivalent to the price paid for the goods and/or services in question, without prejudice to any damages which the Buyer may claim from the Seller.

Any invention transferred to the Buyer by the Seller is presumed to be free of any rights held by third parties unless otherwise notified expressly by the Seller. The supply of any goods incorporating inventions includes assignment to the Buyer of all intellectual property rights and other rights relating thereto. The price paid by the Buyer to the Seller is accepted by the latter as a lump-sum, global compensation for the rights assigned.

If the Seller has acquired protective rights in contravention of the provisions of the foregoing paragraph, it is obliged to transfer such rights free of charge to the Buyer without delay. The Seller is obliged to place marks or symbols on designated goods being delivered or on packaging thereof as instructed by the Buyer.

5.11 LIABILITY – INSURANCE – FORCE MAJEURE

5.11.1 Liability

The Seller shall be fully and solely liable for the performance of the order. The Seller will be liable for all damage caused to the Buyer or to any third party, regardless of whether such damage is caused by the Seller or by persons and/or goods under its authority or in its custody.

The Seller will be liable for all direct or indirect consequences, prejudice and damage caused to the Buyer for lack of performance or default in performance of the order.

5.11.2 Insurance

The Seller shall take out all insurance policies that are necessary to pursue its activities in respect, in particular, of the goods and/or services it provides, these being with a reputable, solvent insurance company, and it must maintain them throughout the duration of its obligations hereunder. The Seller shall, at the first request from the Buyer, provide the required insurance certificate.

5.11.3 Force majeure

Force majeure, strikes, rebellions, measures by authorities and other unexpected, inevitable and serious events shall release the contractual partners, for the duration of the disruption and to the extent of the effects thereof, from the obligation to perform. This shall hold good even if such events arise at a moment when the affected contractual partner is in default. The contractual partners are obliged to immediately provide necessary information as possible and to adjust their obligations in good faith to the changed conditions.

5.12 TERMINATION

Either party will be entitled to terminate the order in the event of a breach by the other contracting party. However, the Buyer and the Seller shall make every effort, in a constructive spirit, to mitigate the damage resulting from such breach.

The Buyer may terminate the contract forthwith in the following cases:

- The Seller is not able to meet the deadlines for delivery within the meaning of the order and the agreed conditions;
- repeatedly supplies defective goods;
- is repeatedly in delay with deliveries;
- is insolvent;
- a bankruptcy petition etc. has been filed against the Seller;
- The Seller violates the provisions of these conditions of purchase.
- if the Seller fails to remedy the breach within eight (8) days of receiving a formal notice to remedy sent by the Buyer;
- upon mere written establishment of the lack or breach of performance provided that the lack or the breach is incapable of remedy or highly prejudicial to the Buyer.

The Seller will be required to indemnify the Buyer for all damage caused by the Seller's default or breach and shall, in particular, indemnify the Buyer for all additional costs that would be incurred by the Buyer in completing the order or having third parties complete the order.

Termination takes place without prejudice to any damages which the Buyer reserves the right to claim.

5.13 CONFIDENTIALITY

The contractual partners undertake to treat all non-public economic and technical details that they learn through their business relations as a trade secret.

All documents, models, objects such as, in particular, plans, descriptions, notes, diagrams, drawings, samples, mock-ups, forwarded to the Seller for the execution of the order are confidential and may not be used for any purpose other than the order. At all times they will remain the sole property of the Buyer and must be fully returned to the Buyer, at Seller's costs, at the Buyer's first request.

More generally, the Seller undertakes to keep confidential any information forwarded to it or to which it has had access directly or indirectly, within the context of the order, until that information becomes generally known to the public. Drawings, models, templates, specimens and similar objects may not be surrendered or otherwise made available to unauthorised third parties. The reproduction of such objects is only permissible within the framework of operating requirements and copyright provisions.

For the performance of this confidentiality obligation, the Seller agrees to disclose the above-mentioned confidential information only to those of its employees or subcontractors who need to know such information for the execution of the order, and provided such persons have been alerted to the strictly confidential nature of such information and have agreed to comply with the confidentiality obligations contained herein. The Seller warrants the performance of this clause by all and any of his collaborators and subcontractors.

Models, matrixes, templates, specimens, tools and other production means as well as confidential data that the Buyer has made available to the Seller or fully paid may not be used for deliveries to third parties without the Buyer's prior written consent.

The Seller is obliged to inform the Buyer of the place of use of tools or, if applicable, of its intention to relocate the tools to another place of production. The Seller is obliged to inform the Buyer of third-party ownership rights to tools. If the Seller intends to sell or otherwise hand over tools, it is obliged to offer them first to the Buyer for purchase. The maintenance and renovation of tools is settled by the Seller.

5.14 COMMERCIAL REFERENCES

The Seller is authorised to use the Buyer's corporate name or distinctive signs by way of reference only after prior written consent of the Buyer, on a case-by-case basis, after the presentation of support material for such references and with indication of the scope of distribution.

5.15 RESPONSIBLE DEVELOPMENT

The Seller is aware that the Saint-Gobain Group adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, an integral part of the Group's Sustainable Development policy. The Saint-Gobain Group's objective is to have effective levers to secure its supplies under conditions that respect its values particularly from a social, environmental and legal standpoint.

The Saint-Gobain Group notably expects its sellers to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening in Group workplaces; to respect employee rights regardless of the country in which they operate; to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labour or to any child labour, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening in Group workplaces; to provide their employees with the best possible conditions of health and safety and to observe, during their interventions in Group workplaces, all applicable occupational health and safety rules.

The approach and expectations of the Saint-Gobain Group with regard to its sellers are described in the "Suppliers Charter", which forms Annex No. 1, and in the EHS Charter, which forms Annex No. 2 and 3. The Seller declares that he has read both Charters.

5.16 JURISDICTION – APPLICABLE LAW

The Seller and the Buyer declare that they are familiar with all the legal regulations and standards cited in the General Conditions of Purchase.

The Buyer will inform the Seller of changes in these documents, if any. The Seller is obliged to respect principles and to observe occupational health and safety (OHS) and environmental (ENV) regulations and shall have itself trained in them by an appropriate officer of the Buyer.

The Seller takes cognisance of the fact that upon delivery of an object of order it is obliged to ensure that if any person authorised by it enters the grounds of the Buyer's plant, he/she will familiarise himself/herself with "OHS and ENV principles" on arriving at the gatehouse that apply on the grounds and confirm it with his/her signature and respect them when moving around the grounds. The Seller is obliged to present the Buyer with a list of materials used needed for the pursuit of the Seller's activities. The Seller further undertakes to dispose, in an ecological manner, of all waste generated through its delivery after completing its work from the Buyer's grounds (i.e. according to principles of environmental protection) or, by agreement with the Buyer, to make use of the Buyer's functional system of disposal of such waste.

The Seller shall ensure and prove to the Buyer that its employees and subcontractors are familiar and work in accordance with legal regulations and decrees governing health and safety that are in force, as well as with decrees of the Buyer and Seller's EHS charter and recommendations. Guidelines for moving around the premises of plants and a binding list of personal and other protective equipment, required for work on the Seller's grounds, form Annexes No. 4 to 6 hereto.

The Buyer reserves the right to monitor and review measures by the Seller and its subcontractors concerning health and safety. The Buyer's representatives shall be allowed unlimited access at a suitable time and at a suitable place to perform such activities. If the Seller's measures concerning health and safety are in accordance with legal regulations and decrees mentioned above, the Buyer shall bear the costs associated with such review; if the Seller fails to meet the requirements laid down by the legal regulations and decrees, it shall reimburse the Buyer for the costs associated with such review.

If the Seller or its subcontractors fail to meet the conditions mentioned above and remove such deficiency immediately, the Buyer is entitled to immediately terminate the contract in whole or in part, and such deficiency is considered as a breach of the contract. The Buyer shall retain all rights and entitlements to remedy by law if such a breach and inaction of the Buyer could be construed as a waiver of rights or remedy.

Should any of the provisions of these conditions or other agreements concluded be or become invalid, this shall not prejudice the validity of the other parts of the contract. The contractual partners are obliged to replace an invalid provision with another regulation with a comparable economic impact if possible.

Courts that are competent for all disputes that may arise between the Seller and the Buyer in connection with the execution of orders, complaints, payments for deliveries or interpretation of these General Conditions of Purchase:

- for Sellers based in the CR – Regional Court in Prague
- for Sellers based abroad – a court with jurisdiction for Aachen.

In the case of Sellers based in the Czech Republic, the law of the Czech Republic shall be the governing law, and in the case of Sellers based abroad, the law of the Federal Republic of Germany shall be the governing law, and the application of the provisions of a contract for

international sale of goods that is governed by the UN Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 as well as the application of German private international law are excluded. In the case of Sellers based in the Czech Republic, the wording of these conditions of purchase in Czech shall be decisive, whereas in the case of Sellers based abroad the wording in English shall be decisive.

6. Annexes

- No. 1.1 Suppliers Charter in Czech
- No. 1.2 Suppliers Charter in English
- No. 2.1 EHS Charter in Czech
- No. 2.2 EHS Charter in English
- No. 3.1 Responsible development in Czech
- No. 3.2 Responsible development in English
- No. 4.1 REACH instruction in Czech
- No. 4.2 REACH instruction in English
- No. 5.1 OHS and EMS Instructions in Czech
- No. 5.2 OHS and EMS Instructions in English
- No. 5.3 OHS and EMS Instructions – free zones in plant Litomyšl
- No. 5.4 OHS and EMS Instructions – free zones in plant Hodonice
- No. 6 General Conditions of Purchase in English