

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1: Applicability

1.1. These General Terms and Conditions of Sale (“GTCs”) cover the sales of Products concluded by the following companies: SAINT-GOBAIN ADFORS Deutschland GmbH, (the "Seller") to any purchaser (the "Purchaser") in order to enable him to place an order for products manufactured and/or marketed by the Seller (the “Products”) within the framework of his professional activity.

1.2. These GTCs are the only conditions governing any offer, quotation and orders. They render completely null and void any previous conditions of sale and apply to the express exclusion of the Purchaser’s general terms and conditions. They supersede any specific terms and conditions stipulated by the Purchaser in its orders, correspondences, or other documents, unless explicitly accepted in writing by the Seller. Any amendments or variations to these GTCs requested by the Purchaser shall be agreed upon in writing and signed by an authorized representative of the Seller.

However, the Seller reserves the right to amend these GTCs at any time. Any amendment shall be effective upon written notification to the Purchaser and shall apply only to orders placed after the date of notification.

1.3. By placing an order, the Purchaser confirms that it has received, having read and accepted without reservation the present GTCs, which are provided, depending on the case, on or with the offer issued by the Seller, the Order Acknowledgements (as defined under article 2.2), delivery notes, invoices, and/or the price list and / or accessible at any time on <https://eu.adfors.com/de/geschaeftsbedingungen> . A copy is also available upon request.

1.4. Any default to invoke any breach of the obligations contained in these GTCs shall not be construed as a waiver of the Seller’s right to invoke the same clauses at a later time.

ARTICLE 2: Offers and orders

2.1. The Seller's offers are null and void in the absence of orders placed by the Purchaser within the period indicated on the offer or, in the absence a specific period indicated, within one (1) month from the date of the offer.

2.2. All orders must be addressed to the Seller in writing and must specify the Products ordered, their price, applicable Incoterms as mentioned under 4.1 and place of delivery. An order is not binding upon the Seller until the latter sends to the Purchaser a written confirmation of the order, in the form of an order acknowledgement note (“Order Acknowledgement”)

by email or any other means. The Seller reserves the right to refuse any Order without providing justification. In such a case, any advance payments made by the Purchaser will be refunded.

ARTICLE 3: Performance by Third Parties

The Seller hereby reserves the right to appoint third parties to render services owed under the contract and / or order. The Purchaser's rights against the Seller shall remain unaffected hereby.

ARTICLE 4: Amending and cancelling an order and Seller’s Right of Rescission

4.1. Receipt of an order by the Seller definitively commits the Purchaser to purchase the Products and pay their price. Therefore, the Purchaser may not modify or cancel an order received by the Seller, unless the Sellers accepts such a modification or cancellation in writing. In such a case, the Seller may invoice the Purchaser for the costs already incurred for the execution of the order (design, tooling, purchase of raw materials, *etc.*). Should the Seller refuse to modify or cancel the order, the Purchaser shall take delivery of the Products and pay their price.

4.2. If the delivery date is postponed at the request of the Purchaser, the Seller no longer guarantees that the Products will be available on the new date required.

4.3. In the event of difficulties impacting the fulfilment of the order within the initially agreed timeframe, the Seller will issue a new Order Acknowledgement stating the new delivery date which shall be within a reasonable period of time.

4.4. Should a change in the Purchaser's situation occurs (bankruptcy, pledging of assets, *etc.*), the Seller may be entitled to rescind the contract at any time, and / or cancel any or all orders or make them subject to the obtention of additional guarantees (ex: advance payment, *etc.*).

4.5. If the Seller itself is not supplied, not supplied correctly or not supplied in due time by its suppliers, the Seller shall be entitled to rescind the contract at any time, and / or cancel any or all orders.

4.6. The Seller's other rights of rescission shall remain unaffected, in particular the rights of withdrawal and termination specified under ARTICLE 11 in conjunction with ARTICLE 16 “No re-export to Russia and Belarus” clause.

Article 5: Delivery, shipping and packaging

5.1. Except where otherwise agreed upon, deliveries shall take place "ex works" 93333 Neustadt a. d. Donau, Rossauweg 14, Germany (Incoterms 2020). The place and time at which the Products are deemed

to be delivered by the Seller corresponds to that defined in the agreed Incoterm. However, if the Seller arranges transportation at the request of the Purchaser, CPT in the case of land transportation or CIF in the case of transportation by sea shall apply accordingly, in accordance with the Incoterms 2020.

5.2. Unless expressly provided otherwise by the Seller, delivery dates are estimates only. The Seller will use reasonable efforts to meet the delivery date, taking into account the nature of the Products and their manufacturing processes, but the Seller shall not be liable for any delays nor penalty for late delivery. The Purchaser is obliged to take delivery of the order on the dates indicated by the Seller in the Order Acknowledgement or in the notice sent by the Seller. Should the notice remain without effect, the Seller is authorized to either dispose of the Products without the Purchaser being entitled to claim for any damages and/or to charge the Purchaser for storage costs, as well as any additional expenses incurred.

If the Purchaser fails to accept the Products within a set grace period or refuses to take delivery of the Products, the Seller shall be entitled, without prejudice to any other rights, to rescind the contract and claim damages in lieu of performance. Such damages shall be a liquidated amount equal to 0,5 % of the purchase price excluding deductions, unless the Purchaser proves that no loss at all was incurred or that the loss incurred was lower than such liquidated damages. The Seller reserves the right to prove that a higher loss has occurred.

If delivery is temporarily delayed owing to force majeure or any other events unforeseeable at the time of the conclusion of the contract (operational disruptions of any kind, even if occurring at third parties appointed by the Seller or at their contractors; bottlenecks in the supply of material; etc.), the delivery period shall be extended accordingly. If such events lead to delivery being deferred by more than four months, both Parties shall be entitled to rescind the contract in respect of the scope of the services concerned. No other claims shall exist, unless the consignee notifies the carrier of the delay in delivery within 21 days after delivery.

5.3. The Seller reserves the right to make partial deliveries of the Products ordered. In such a case, the Purchaser agrees to pay for each partial delivery in accordance with the payment terms agreed. A delay in delivering a shipment shall not give rise to the cancellation of the remaining shipments.

5.4. Indications concerning shipping costs are given for information only and without guarantee. Any increase in shipping costs will be borne by the Purchaser.

5.5. The Purchaser must check the good conditions of the shipment as soon as the Products are delivered by the carrier and, in case of damage, loss or shortfall, take the necessary steps against the carrier by completing

the formalities required by the carrier and, in particular, by mentioning all of the necessary reservations on the CMR.

5.6. The Seller shall package the Products in accordance with standard industry practices to ensure adequate protection during their transport. Packaging costs are included in the price, unless otherwise stated in the Order Acknowledgment or invoice.

5.7. To keep the selling prices as stable as possible, costs in connection with the recovery and recycling of used packaging are not yet included in the delivery prices. Therefore, the Purchaser is responsible for recycling the packaging of the Products and undertakes to comply with all applicable laws and regulations concerning the conservation, recovery or destruction of the packaging. The Purchaser shall not be permitted, in this respect, to levy charges or reduce the amounts invoiced.

ARTICLE 6: Tolerances, inspection and acceptance

6.1. Deliveries are subject to the tolerances indicated in the Product's technical data sheet which cannot be invoked by the Purchaser as a non-conformity of the delivery with the order. Any deviation from the order, in terms of quantity will only result in a price reduction (minus deviation) or a price increase (plus deviation).

6.2. Regardless of the steps the Purchaser should take toward the carrier, any claim for a visible defect of the Products, taking into account the above-mentioned tolerances, must be notified to the Seller within eight (8) working days from the delivery date. If the Purchaser fails to notify the Seller during this period, the Product shall be deemed accepted by the Purchaser and no claim based on the grounds referred to in this article will be receivable.

6.3. No Product shall be returned without the prior written consent of the Seller and compliance with the following conditions:

- Each Product must be accompanied by (i) a written and precise description of the grounds of the Purchaser' rejection and, if possible, photos of the alleged defects and (ii) the invoice number or weight list of the disputed batch mentioning the faulty batches, units or pallet (photocopy of the label);
- the Product delivered must be made freely accessible to the Seller or to his representative for checking;
- the Purchaser must not have modified or altered the Product in any way; and
- subject to the applicable Incoterm, when the Seller is in charge of the transportation, a copy of the CMR duly completed must be attached to any claim associated with any transportation damage.

6.4. Should the return be accepted by the Seller, the Product must be returned in their full original packaging.

Return shipping costs shall be borne by the Purchaser unless a defect or a non-compliance with the Product's data sheet is proven, in which case the Seller will bear these costs.

6.5. It is Purchaser's sole remedy that, at the Seller's discretion, the Product will be either replaced, repaired, or a credit note will be issued. However, this shall not exclude the Purchaser's statutory rights, including the right to price reduction ("Minderung"), withdrawal ("Rücktritt") or contract termination ("Kündigung") in accordance with applicable law, if the remedy fails or is not provided within a reasonable time.

ARTICLE 7: Prices, invoices and payment guarantee

7.1. The price of the Products is the price applicable in the Seller's price list in force on the date of delivery stated in the Order Acknowledgement. The price is indicated in euros, exclusive of VAT, shipping and handling costs, unless expressly stated otherwise.

7.2. Prices may be reasonably revised at any time by the Seller to take into account, notably, any increase and decrease in the cost of raw materials, energy, transport and labour. The Purchaser acknowledges that the Seller may reasonably adjust prices several times per year based on the above cost factors. The Price adjustment will take effect within a reasonable period notice communicated by the Seller. If the Purchaser does not accept the adjustment, either party shall have the right to terminate any ongoing contract or framework agreement with immediate effect.

7.3. In compliance with Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011, a late-payment penalty may be invoiced to the Purchaser, calculated based on the rate of the European Central Bank, plus eight (8) points. The Purchaser shall pay the costs of recovery of the amounts due which has been incurred by the Seller. The Seller is also entitled to suspend all deliveries of pending orders and/or demand advanced payment for all future deliveries, without prejudice to any other course of action. The Seller may require the Purchaser to put in place any payment guarantee he deems necessary, require payment in advance or impose credit limits, and reserves the right to refuse the Purchaser's order should the Purchaser refuses to provide the said guarantees.

7.4. The Purchaser shall only be entitled to set off or withhold payments if and in so far as its counterclaims are undisputed, have been finally adjudicated, or are based on the same contractual relationship

ARTICLE 8: Transfer of risks and title

8.1. The rules applicable to the transfer of risks are those provided for by the selected Incoterms, regardless of whether the Products are collected by the Purchaser

or delivered by the Seller. Should the Products be lost while the risk is transferred to the Purchaser, payment will remain due.

8.2. Ownership of the Products is not transferred to the Purchaser until full payment of the price including any taxes, charges and interest, is made by the Purchaser. The remittance of a bill of exchange or other instrument of exchange does not constitute a payment under this article.

This retention of title shall also apply to all present and future claims of the Seller arising from the business relationship with the Purchaser. In the case of an open account relationship, retention of title shall secure the balance of the account.

8.3. Until full payment of the price of the Products, the Purchaser is responsible for the safekeeping of the Products and for their risks of loss or damage. The Purchaser therefore undertakes to do all he can to comply with the preservation and storage rules of the Product indicated on the Products' technical data sheet or communicated otherwise by the Seller. The Purchaser must check the latest version of the Product's technical information by contacting the Seller's sales department or by downloading it from the website eu.adfors.com.

Until full payment of the price, the Purchaser also undertakes to keep the Products constantly identifiable as being the Seller's property, not to pledge the Products or use them as security and to take out insurance policies with a reputable and solvent insurance company to cover all risks which may affect the Products. The Purchaser shall treat the Products with care and perform any necessary maintenance at its own expense. During this period, the Purchaser's right to compensation by its insurance company is automatically transferred to the Seller up to the amount of the price of the Product.

In addition, the Purchaser's failure to pay the price of the Products in due time shall entitle the Seller to recover the Products up to the amount unpaid. Those Products still in the Purchaser's possession shall be presumed to be those for which the payment has not yet been received. The recovery claim will be applied to these Products as a priority and the costs and risks associated with the return of the unpaid Products shall be borne by the Purchaser.

The Seller is entitled to resell the recovered Products on the open market and to offset the proceeds – minus reasonable recovery and resale costs – against the amounts owed by the Purchaser.

8.4. Where authorized by the applicable legislation, the resale of the Products by the Purchaser will entail the automatic transfer to the Seller of any claims and rights of the Purchaser arising out of the resale, within the limits of the Seller's claims and rights against the Purchaser. The Seller is consequently entitled to inform the secondary purchaser of its rights and to collect the

price unpaid by the Purchaser from the secondary buyer or to recover the Products. Even after such assignment, the Purchaser remains authorized to collect the assigned claims unless the Seller revokes this authorization due to default or insolvency.

Any transformation of the Products by the Purchaser will be considered as having been carried out on the Seller's account and the Seller's right of ownership shall apply to the new finished product, up to the amount of the unpaid price of the Products. If the Products are processed or combined with other goods not owned by the Seller, the Seller shall acquire joint ownership of the new goods in proportion to the value of the Products subject to retention of title relative to the value of the other goods at the time of processing or combination. If the Purchaser's goods are considered the principal goods, it is agreed that the Purchaser shall transfer proportionate co-ownership to the Seller and shall store the new goods on the Seller's behalf.

If the Products are inseparably mixed with other goods not owned by the Seller, the Seller shall acquire joint ownership in accordance with statutory provisions.

8.5. Should the Purchaser undergo a judicial liquidation proceeding, a court-ordered compromise or any equivalent or similar proceedings with its creditors, the Products or their price may be claimed by the Seller in accordance with the legislation in force. The Purchaser shall bear all costs resulting from the proceedings initiated by the Seller under the provisions of this article.

The same applies to any claims of the Purchaser against third parties arising from the integration of the Products into real property; such claims are hereby assigned to the Seller as security.

8.6. The Purchaser shall ensure that this retention of title provision is recorded in the registers in compliance with its national legislation and shall complete all the necessary formalities for its opposability. If the applicable law in the country of delivery does not permit retention of title with the same effect as under German law, the Purchaser shall grant the Seller any equivalent security interest permissible under that law and shall cooperate in implementing all measures required for the legal effectiveness and enforceability of such rights.

8.7. If the realisable value of the securities granted to the Seller exceeds the Seller's claims by more than 10%, the Seller shall, upon request of the Purchaser, release securities at its discretion to the corresponding extent.

ARTICLE 9: Intellectual property

9.1 The Seller shall hold exclusive intellectual property rights on the Products, the models, drawing, designs, plans, studies, calculations, prototypes, specifications,

Products' properties or functionalities, compositions, tooling, data, know-how, patents, trademarks, copyrights, trade secrets, inventions, on any other documents elaborated by the Seller and on any rights arising therefrom, which may not, under any circumstances, be used, disclosed or reproduced by the Purchaser or any third party without the Seller's prior written authorization.

9.2. The Purchaser agrees not to copy, modify, reverse-engineer, decompile, disassemble, or distribute any Product, nor any of the above-mentioned materials provided by the Seller, nor use them for any unauthorized purposes.

9.3. Unless otherwise agreed in writing, any intellectual property rights created, developed, or conceived by the Seller during the fulfilment of an order shall remain the full property of the Seller, as do, notably without being exhaustive, their plans, models studies, compositions, which may not be communicated or reproduced without the express agreement of the Seller.

ARTICLE 10: Warranties („Gewährleistung“) and guarantees („selbständige Garantie“), Supplier Recourse („Lieferantenregress“)

10.1 The Seller only warrants that the Products delivered will comply with the specifications set out in the Products' technical data sheet, subject to the tolerances provided, on the date of delivery. In the absence of any other duration indicated in the OA or in the technical documentation, the warranty must be invoked within a period of twelve (12) months from the date of delivery. Claims under the warranty provision must be subject to a written request by the Purchaser explaining the defects found and accompanied by the relevant invoice.

The Purchaser must notify any obvious defects in writing without undue delay, and at the latest within eight (8) days after delivery. If the Purchaser fails to comply with this obligation, the Products shall be deemed accepted unless the Seller has fraudulently concealed the defect. Section 377 of the German Commercial Code (HGB) shall apply.

Tolerances customary in the trade or minor deviations in dimension, colour, weight or quality shall not constitute a defect. Samples or product illustrations (e.g. in catalogues) are non-binding and serve solely for product description.

10.2. If a Product is found to be defective within the warranty period, the Purchaser's exclusive remedy, at the Seller's sole discretion, will be either the repair or replacement of the defective Product or a refund of the purchase price.

In the event of supplementary performance, the Seller reserves the right to choose between remedying the defect and delivering a replacement free from defects.

The Purchaser shall provide evidence of the necessity and extent of any costs claimed for removal of defective Products and installation of replacements, including a comprehensible cost breakdown.

The Seller may refuse supplementary performance if it would result in unreasonable costs, in particular if the total cost of rectification exceeds 150 % of the net value of the affected Products or 200 % of the value reduction caused by the defect.

10.3. No other warranty, statutory or otherwise, shall be implied, including any warranty of specific performance, merchantability, fitness for a particular purpose. Any defects or deterioration resulting from normal wear and tear or from a cause beyond the control of the Seller such as misuse, improper installation, unauthorized modifications, repairs, or alterations made by the Purchaser or any third party is also excluded from the warranty and in particular, inappropriate storage, defective maintenance or use of the Product without respecting the specifications or usage instructions of the Product.

10.4. The Seller shall not be deemed to have assumed any guarantees in the legal sense unless expressly agreed in writing.

10.5. It is the responsibility of the Purchaser to ensure that the Product suits its intended use and enables him to manufacture a finished product in line with his expectations, taking into account the other components he uses in his manufacturing processes. Furthermore, it is the Purchaser's responsibility to comply with any legislation or regulations in force in relation to the use for which the Products are intended.

10.6. The Seller reserves the right to make any changes it deems necessary to the Products and their specifications at any time and without prior notice.

10.7. Recourse claims (“Lieferantenregress”) of the Purchaser pursuant to Sections 445a and 445b of the German Civil Code (BGB) shall only exist if the Purchaser has not entered into agreements with its customer that exceed the statutory defect rights. The Purchaser's recourse claim shall be limited to 150 % of the net value of the goods invoiced. The limitation period for recourse claims shall be one (1) year from the beginning of the statutory limitation period, unless the final contract in the supply chain is a consumer sale (Verbrauchsgüterkauf), in which case the statutory limitation rules shall remain unaffected.

ARTICLE 11: Liability

11.1. The liability of the Seller is strictly limited to the direct damages resulting from a contractual non-performance attributable to the Seller. Unless when expressly excluded by the applicable law, the Seller's liability whether based on contract, tort or otherwise, is

strictly limited, all causes and damages combined, to the amount of the order at the origin of the damage.

The above limitation does not apply to damages resulting from intent or gross negligence. In the event of simple negligence, the Seller shall only be liable for (i) damages arising from death, physical injury or harm to health, and (ii) damages from the breach of essential contractual obligations (cardinal duties); in such cases, liability is limited to the foreseeable, typically occurring damage.

11.2. To the extent permitted by applicable law, the Seller shall not be liable for indirect, incidental or consequential damages, including but not limited to loss of business, use, profit, production, contracts, revenues any other financial or economic loss whatsoever and however caused, incurred by the Purchaser or by any third party. Under no circumstances is the Seller liable for any damages resulting from inappropriate storage or use of the Product by the Purchaser.

11.3. The Purchaser waives, on behalf of itself and its insurers, the right to claim compensation beyond the limits and exclusions mentioned in this article.

The above limitations shall not apply in cases of fraudulent concealment of defects, assumption of a guarantee (“selbständige Garantie”), or liability under applicable product liability laws (“Haftung nach dem Produkthaftungsgesetz”).

ARTICLE 12: Termination

12.1. The Seller may suspend or terminate any order or any ongoing contract or framework agreement with immediate effect if the Purchaser fails to fulfil any of its obligations, including failure to pay, or if the Purchaser becomes insolvent or undergoes legal proceedings such as bankruptcy.

12.2. The Purchaser shall only be entitled to withdraw from or terminate any order, ongoing contract or framework agreement due to a breach of duty not related to a defect if the Seller is responsible for such breach. A right to free termination by the Purchaser, particularly under Sections 650 or 648 of the German Civil Code (BGB), is excluded.

12.3. Upon termination, and without prejudice to any other rights or remedies the Seller may have, the Purchaser shall immediately pay all outstanding amounts for the Products delivered and cover any costs, damages or losses incurred by the Seller as a result of the termination.

ARTICLE 13: Confidentiality

13.1. All information that should reasonably be understood as confidential, including technical data, business plans, trade secrets, financial information, and

any other sensitive or proprietary information within the meaning of article 8.1, belonging to a party and which the other party becomes aware of during the pre-contractual phase and/or the performance of an order will be considered as confidential information and may not be published and/or disclosed to any third parties without the prior written consent of the party having disclosed the said information.

13.2. The receiving party shall destroy/restore confidential information on any medium whatsoever, without delay and at the first request of the disclosing party and shall not keep any copy or reproduction in any form whatsoever. This obligation does not apply to computer recordings and files created as part of an automatic information technology backup system, or to archive copies that each party is required to retain for the purposes of complying with its legal and regulatory obligations. Confidential information stored to this end must not be accessed or used for any purpose whatsoever, and its confidentiality must be preserved in accordance with the provisions of this article until it is returned or destroyed.

13.3. The obligation of confidentiality contained in the present article will remain in force until the information for a duration of five (5) years from the date of completion of the last order issued by the Purchaser.

ARTICLE 14: Force Majeure

14.1. Shall be considered as a force majeure case, relieving the Seller or the Purchaser of their obligations and automatically suspending the execution of the agreement any force majeure considered as such by the applicable law and notably, without being exhaustive, events such as: war, declared or not, hostilities, invasion, boycott, acts of foreign enemies, military mobilization, civil war, riot, rebellion and revolution, insurrection, act of terrorism, sabotage or piracy, large-scale cyberattack, currency and trade restrictions, embargo, economic sanctions, act of public authority, governmental decision and order, epidemic or pandemic, forced stoppage of all or part of production tools and resources, shortages of raw materials and energy, natural disaster, or extreme natural events, explosions, fire, failure on the part of the carrier, total or partial strikes, lockouts destruction of equipment, prolonged stoppage of transport and/or telecommunications, information systems or energy; general labor unrest, strikes, occupation of factories and premises.

14.2. The affected party shall promptly notify the other party in writing, describing the event, its expected duration, and its impact on performance. The affected party is released from all or part of its obligations that have not yet been fulfilled on the date on which an event of force majeure occurs. The Seller shall not be liable to pay any compensation, damages or costs in connection with such a situation.

14.3. If the force majeure event persists for more than thirty (30) days, either party has the right to terminate the order by giving reasonable notice.

14.4. In no event shall the Purchaser be entitled to claim damages, including but not limited to indirect or consequential damages, as a result of a force majeure event.

ARTICLE 15: Compliance

15.1. The Purchaser 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 (such as the prohibition of any act of corruption and anti-money laundering), (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). If a new law or regulation makes impossible or illegal the performance of the contractual obligations or exposes it to sanctions, the Seller shall be entitled to terminate any order or contract, without any liability to the Purchaser. The Purchaser warrants to insure compliance with these obligations by all persons or entities acting for or on its behalf, including employees, temporary staff, contractors, agents, and any other third-parties, involved in any order executed by the Seller

15.2. The Purchaser further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Seller upon request. Failure to answer such request entitles the Seller to suspend its contractual obligations, without any liability to the Purchaser.

15.3. The Seller may suspend or terminate any order, ongoing contract or framework agreement with immediate effect upon notice to the Purchaser whilst the termination notice shall include the essential reasons which led to the Seller's decision to assume the existence of a good cause ("Kündigung aus wichtigem Grund") and shall be entitled to claim any remedy available at law, if the Purchaser culpably breaches any of the above-mentioned undertakings The Seller shall under no circumstances be liable for any damage caused to the Purchaser by the suspension or termination of the order. The Purchaser shall meet its own respective costs arising from any suspension or termination under this Article and mitigate the resulting consequences it might face.

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

ARTICLE 16 “No re-export to Russia and Belarus” Clause

16.1. Russian Federation

(a) The Purchaser shall not sell, export or re-export goods supplied under or in connection with any order, ongoing contract or framework agreement that fall within the scope of Article 12g of Regulation (EU) No 833/2014 directly or indirectly to the Russian Federation or for use in the Russian Federation.

(b) The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any intellectual property rights, trade secrets or other information sold, licensed, or otherwise transferred under or in connection with any order, ongoing contract or framework agreement that fall within the scope of Article 12ga of Regulation (EU) No 833/2014.

16.2. Belarus

The Purchaser shall not sell, export or re-export, directly or indirectly, goods supplied under or in connection with any order, ongoing contract or framework agreement that fall within the scope of Article 8g of Regulation (EC) No 765/2006 to Belarus or for use in Belarus.

16.3. The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.4. The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) and (2).

16.5. If the Purchaser culpably breaches one or more obligations arising from paragraphs (1), (2), (3) and (4), this shall constitute a material breach of contract for grave cause, entitling the Seller to take appropriate and proportionate remedial measures depending on the nature, gravity and duration of the breaches of contract, which are enumerated below (non-exhaustive list):

(a) Refusal of supply (rejection of any new order and/or suspension of delivery for current orders) or

(b) Withdraw from the contract or

(c) Extraordinary termination for grave cause without prior notice

(d) In addition to the rights under (5) (a)-(c), the Seller shall be entitled to impose a reasonable liable fault-based contractual penalty in the event of the conditions set out under (5) in the amount of 1% of the order value, but not more than EUR 25,000, and in the event of multiple breaches not more than 5% of the order value, but not more than EUR 250,000.

Proof of higher damages and further statutory claims shall remain unaffected; the contractual penalty shall be offset against further monetary claims. The Purchaser shall be entitled to prove that the Seller has suffered no loss at all or only a significantly lower loss than the above contractual penalty.

The Purchaser shall immediately inform the Seller in writing of the remedial action taken.

16.6. The Purchaser shall immediately inform the Seller about any problems in applying paragraphs 16.1., 16.2., 16.3. or 16.4., including any relevant activities by third parties that could frustrate the purpose of paragraph 16.1. and 16.2. The Purchaser shall make available to the Seller information concerning compliance with the obligations under paragraph 16.1., 16.2., 16.3. and 16.4 within two weeks of the simple request of such information.

16.7. Russian Federation

(a) The Seller shall undertake its best efforts to ensure that, where it falls within the scope of Article 8a of Regulation (EU) No 833/2014 legal persons, entities or bodies established outside the Union and owned or controlled by it do not engage in activities that undermine the restrictive measures provided for in Regulation (EU) No 833/2014.

(b) The Seller undertakes to comply with the procedure set out in Article 12gb of Regulation (EU) No 833/2014 [A4] regarding the sale, supply, transfer or export of the common priority items listed in Annex XL to Regulation (EU) No 833/2014 as of 26 December 2024

16.8. Belarus

(a) The Seller shall undertake its best efforts to ensure that, where it falls within the scope of Article 8i of Regulation (EC) No 765/2006, legal persons, entities or bodies owned or controlled by it and established outside the Union do not engage in activities that undermine the restrictive measures provided for in Council Regulation (EC) No 765/2006.

(b) The Seller undertakes to comply with the procedure laid down in Article 8ga of Regulation (EC) No 765/2006 with regard to the sale, supply, transfer or export of the items of common high priority listed in Annex XXX to Regulation (EC) No 765/2006 from 2 January 2025.

ARTICLE 17: Data protection

The Parties undertake to comply with the relevant data protection regulation, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council on 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (the "GDPR").

In the context of the order, neither Party shall perform any processing operation on behalf of the other Party. The Parties are separate data-controllers, and each

Party has alone determined the purposes and means of the processing it carries out.

As a separate data controller, the Purchaser is personally responsible for informing and managing the rights of the personal data of Adfors' representatives processed within the framework of the order. In addition, the Purchaser undertakes to inform its own representatives that they may send any request for information relating to the processing of their data by Adfors and exercise their rights in terms of personal data protection to the following address adfors.eu@saint-gobain.com or Compagnie de Saint-Gobain – Secrétariat Général – Tour Saint-Gobain, 12 place de l'Iris, 92096 La Défense Cedex.

ARTICLE 18: Applicable law and competent jurisdiction

18.1. These GTCs and the orders are subject to the national law of the Seller to the exclusion of the terms of the Vienna Convention of 11 April 1980 relating to international merchandise sale of goods.

18.2. Any dispute between the parties arising out of the interpretation or execution of an order or of the present GTCs shall be submitted to the exclusive jurisdiction of the competent court where the Seller is registered.

18.3. This clause shall govern any and all proceedings, without making reference to the Purchaser's jurisdiction clause.
