

GENERAL PURCHASE CONDITIONS

Article 1 Definitions

In these purchase conditions the terms and expressions below are defined as follows:

- *client*: Saint-Gobain and all its operating companies, the user of these purchase conditions;
- *supplier*: the opposite party to the client;
- *agreement*: the agreements laid down in writing between the client and the supplier concerning the delivery of goods;
- *delivery*: the placing in the possession of or putting under the control of the client of one or more goods, as well as any installation / assembly of these goods;
- *goods*: the tangible objects to be delivered;
- *parties*: client and supplier.

Article 2 Applicability

- 2.1 In the case of conflict, specially agreed obligations will take precedence over these purchase conditions.
- 2.2 These general purchase conditions apply to all agreements for the delivery of goods and/or the performance of services (hereinafter referred to as: 'the delivery') to or for Saint-Gobain (hereinafter referred to as: 'the client') by the supplier, with the exclusion of any general purchase and/or delivery conditions of the supplier. These conditions supersede all earlier written or verbal agreements, arrangements or announcements between the parties, including any general terms and conditions of sale and/or delivery of the supplier. Deviations from these conditions will only apply if they have been explicitly confirmed in writing by the client. Delivery is understood to mean, in so far as applicable, the delivery of goods and/or the performance of services.

Article 3 Conclusion of the agreement

- 3.1 The agreement is concluded when the client places an order with the supplier and the supplier has accepted this order. As well as explicit acceptance, an order from the client is deemed to have been accepted by the supplier if the supplier has not notified the client within 10 days that it does not accept the order. Acceptance of an order from the client by the supplier also means acceptance of these conditions as part of the purchase agreement.
- 3.2 In the case of framework agreements, the agreement is concluded each time at the moment that the order for a (partial) delivery, within the context of the framework agreement, is sent by the client. In these general purchase conditions a framework agreement is taken to mean a long-term and/or annual agreement between the client and the supplier concerning prices and conditions of the goods and/or services to be supplied by the supplier, without an obligation resting on the client to purchase from the supplier and without an obligation resting on the supplier to supply goods and/or services.
- 3.3 Where appropriate, the order procedure may also take place by means of faxes, EDI connections etc., whereby these are considered equivalent to written documents.
- 3.4 If, in the implementation of the agreement, use is made of drawings, models, specifications, instructions, inspection regulations and suchlike made available or approved by the client, these also form part of the agreement.
- 3.5 The client is not bound to changes to the order which are proposed and/or made by the supplier after the order has been placed, nor to the consequences of such a change, unless these changes and consequences have been accepted by the client in writing.

Article 4 Joint and several liability

If the agreement has been entered into between the client and two or more suppliers jointly, or that any obligation under this agreement rests on two or more (legal) persons, the latter are jointly and severally bound towards the client at all times.

Article 5 Prices

- 5.1. The prices are exclusive of BTW (Dutch VAT) and comprise all costs in relation to compliance with the obligations on the part of the supplier.

- 5.2 The rates and price quotes offered by the supplier are binding to the supplier.
- 5.3 The agreed prices are fixed and not offsettable, exclusive of BTW, and are based on the delivery conditions "delivered duty paid" (DDP) Saint-Gobain. If delivery deadlines are longer than is customary, any price falls in the world market will be passed on.

Article 6 Packaging

- 6.1 The goods must be – in so far as necessary – properly packed and marked, and must reach their destination by normal transport in good condition. The supplier is liable for damage caused by inadequate packaging.
- 6.2. The client is entitled at all times to return the packaging material to the supplier or to demand that the supplier take back the packaging materials.
- 6.3 Return shipments of packaging materials will take place at the expense and risk of the supplier to the dispatch address of the supplier.
- 6.4 The processing or destruction of (transport) packaging materials is the responsibility of the supplier. If packaging materials are processed or destroyed at the request of the supplier, this will be carried out at the expense and risk of the supplier.

Article 7 Delivery

- 7.1 The most recent edition of the 'Incoterms' issued by the International Chamber of Commerce in Paris are applicable for the interpretation of the delivery conditions.
- 7.2 Deliveries are made DDP at the location of delivery as agreed in writing, punctually or within the period of time as agreed.
- 7.3 Notwithstanding the right of the client to demand compliance with the agreement or notwithstanding the right of the client in accordance with the provisions of Article 20, the client is authorised, in the event of any failure on the part of the supplier with regard to the provisions of these conditions, to impose a penalty on the supplier up to a maximum of 5% of the purchase price of the entire order with a minimum sum of € 1000, without prejudice to any rights to claim compensation for loss and/or damage incurred by the client.
- 7.4 As soon as the supplier knows or can be expected to know that the delivery cannot be made, or cannot be made on time or not satisfactorily, it will inform the client immediately in writing, stating the circumstances that have given rise to this failure.
Notwithstanding the right of the client in accordance with the provisions of Article 20, the parties will consult together about whether, and if so how, the situation that has arisen can be settled after all to the satisfaction of the client.
- 7.5 If the client is unable for any reason to receive the goods at the agreed time according to the established schedule, the supplier will keep the goods, secure them and take all reasonable measures to prevent deterioration of quality until they have been delivered. In that case the client will be obliged to pay a reasonable fee to the supplier for the costs.
- 7.6 Delivery is also taken to mean delivery at the expense of the supplier of all associated resources as referred to in Article 16 and all associated documentation such as drawings, quality, inspection and guarantee certificates, service manuals, instruction books and user guides.
- 7.7 Delivery in this article is also taken to mean a partial delivery.
- 7.8 Inspection, checking and/or testing of goods in accordance with the provisions of Article 10 do not constitute delivery or purchase.
- 7.9 Each complete or partial delivery or combined delivery needs to be accompanied by or preceded by a form resp. a mailing list in which the numbers of the order, article-and package number are mentioned as well as detailed information on quantity or quality of the good(s), being understood that there will be one form per order.

Article 8 Quantity

Unless explicitly stipulated in the agreement that non-offsettable sums are involved, the quantities stated in the order will be given as accurately as possible, and so much more or

less as requested by the client should be delivered without the supplier being entitled to demand price adjustments.

Article 9 Acceptance and refusal

- 9.1 Delivery is only deemed to have been accepted by the client when the delivery has been approved. The client is entitled to reject the goods delivered up to 14 days from the date of delivery, so that all other periods within which complaints must be made, if and in so far as these may be applied by the supplier, are not applicable towards the client.
- 9.2 Approval and acceptance only apply to the quantities and the external condition of the goods delivered. If the goods are delivered packed and bundled, approval and acceptance concerns only the quantity and external appearance of the packages.
- 9.3 The client is entitled to defer payment of rejected goods and, if the goods are rejected for a second time after the supplier has rectified or replaced them, to withhold payment entirely.

Article 10 Quality, guarantee, inspection

- 10.1 The supplier has a quality control system in place, like ISO 9001 and guarantees that all products delivered to Saint-Gobain complies with the purchasing specification. All relevant parameters listed in the purchasing specification shall be controlled and checked before sending the products to Saint-Gobain. The supplier shall immediately contact Saint-Gobain if a parameter is not conform specification. Saint-Gobain will then decide whether or not the products as such will be accepted. Upon request, Saint-Gobain may require a certificate of conformity in which the supplier states that the products comply with the purchasing specification and in which all corresponding parameters that have been checked during production are listed. The supplier guarantees that the goods delivered comply with the agreement and possess the properties as promised, are free of defects and suitable for the purpose for which they are intended and comply with the statutory requirements and other government stipulations as well as the requirements of the safety and quality standards used within the sector, all as applicable at the moment of delivery.
- 10.2 Inspections, checks and/or tests performed by the client or persons or organisations designated by the client for this purpose may be made prior to delivery as well as during or after delivery.
- 10.3 The supplier will permit access for this purpose to the locations where the goods are produced or stored, and will lend its cooperation for the desired inspections, checks and tests and will provide the necessary documentation and information at its own expense.
- 10.4 The supplier will inform the client in good time of the moment at which inspections, checks and/or tests may be carried out.
- 10.5 The supplier is entitled to be present at the inspection, check and/or test.
- 10.6 The costs of inspections, checks and/or tests will be borne by the supplier.
The same applies for repeat inspections, checks and tests.
- 10.7 If the goods are rejected in their entirety or in part before, during or following an inspection, check and/or test, the client will notify the supplier of this fact (in writing).
- 10.8 Inspection or testing of goods as well as the results thereof may never be interpreted as any acknowledgement on the part of the client of their soundness and do not discharge the supplier from any liability in this respect.
- 10.9 If the supplier does not take back the rejected goods within the period of time set by the client, the client is entitled to return the goods to the supplier at the latter's expense and risk.
- 10.10 If the goods are rejected during or after delivery, the ownership and the risk of the rejected goods are transferred to the supplier from the date on which notification is made as referred to in the previous paragraph.
- 10.11 If the goods, regardless of the results of any inspection, check and/or test, prove not to comply with that provided in paragraph 1 of this article, the supplier will at its expense rectify or replace the goods at the client's discretion on demand, unless the client prefers to dissolve the agreement in accordance with the provisions of Article 19 and

notwithstanding any right to compensation on the part of the client.

- 10.12 The supplier will be in possession of a safety certificate (VCA certificate) at all times during its service activities for the client. The VCA certificate must be submitted to the client before commencement of the services.

Article 11 Guarantee

Only for the Netherlands:

- 11.1 Notwithstanding the other claims of the client, the supplier will rectify as soon as possible all defects arising during the warranty period at its own expense on demand and in consultation with the client.
- 11.2 If the supplier, in the opinion of the client, does not rectify the defect or does not rectify it promptly and/or properly or rectification of the defect can brook no delay, the client is free after giving written notification to carry out the necessary work or arrange for such work to be carried out at the expense of the contractor. The client is entitled to claim these costs from the supplier, for example by deducting them from payments still due to the supplier.
- 11.3 After the applicable warranty period has expired, the supplier will remain liable for hidden defects for a period of 5 years. Hidden defects are understood to mean defects that could not have reasonably been discovered when the client inspected the goods.

Only for Belgium and Luxembourg:

- 11.4 By the acceptance of the order, the supplier accepts all legal warranties and/or all common law warranties. In addition, by accepting the order, the supplier acknowledges that he is fully aware of the usage for which the goods are meant for and he warrants the full conformity of the supplied goods to said usage, to the specifications on the order and, in general, to their normal usage.
The supplier also warrants the good merchantability of the goods that must be free of non-conformities and defects, related both to the raw materials used and to their performance.
Each delivery that is defective, non-conform or not delivered on time will be returned to the supplier on his costs and risk. The related invoice will be consequently cancelled.
The supplier has to attach the "Supplier/Producer standard warranty" and the "Service Warranty" in three exemplars to the invoice and transfer these documents to SG BNL. As long as those warranties are not provided for, the invoiced amounts cannot be claimable.

Article 12 Changes

- 12.1 The client is entitled to demand that the quantity and/or nature of the goods to be delivered be changed. The client is entitled to make modifications to the drawings, models, instructions, specifications and suchlike concerning the goods to be delivered.
- 12.2 If such changes in the opinion of the supplier will have consequences for the fixed price and/or delivery deadline, before proceeding with the change it will inform the client in writing of these consequences as soon as possible, however no later than 8 days after notification of the required changes. If these consequences for the price and/or delivery deadline are unreasonable in the opinion of the client in relation to the nature and extent of the change, the client is entitled to dissolve the agreement by means of a written notification to the supplier, unless this were to be clearly unreasonable in view of the circumstances. Dissolution on the grounds of this paragraph does not entitle either party to compensation for any loss and/or damage whatsoever.
- 12.3 The supplier may not make or carry out any changes without the written order or consent of the client.

Article 13 Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act

- 13.1 The supplier may only transfer an obligation under the agreement to a third party with the prior written consent of the client. Reasonable conditions may be attached to this consent.
- 13.2 If the supplier charges the delivery to a third party after having received the written consent of the client, it must draw up a

written contract forthwith, of which the conditions of this agreement must form part, in such a manner that the original supplier assumes the legal position of the original client and the third party that of the original supplier.

- 13.3 In the case of hiring labour, the supplier is obliged to comply with the administrative conditions by or pursuant to Article 16a of the Social Security (Coordination) Act and the supplier is also obliged to indemnify the client against any claims in this respect.
- 13.4 The supplier will ensure that, in respect of its personnel or third parties it has engaged in the implementation of the agreement, the statutory obligation for the payment of Social Insurance premiums and Wage taxes are complied with. For this purpose it is required to submit documentary evidence at the request of Saint-Gobain.
- 13.5 The supplier indemnifies the client against any claims from the industrial insurance board and/or the tax authorities in this respect.
- 13.6 The supplier undertakes at the request of the client to submit to the client a statement from a registered accountant that states clearly to the client's satisfaction:
- that the supplier has paid promptly, fully and properly the social insurance premiums and wage tax payable for the period in which the supplier has made personnel available to the client;
 - that the supplier has made a correct and full statement at all times to the social insurance authority and/or the tax authorities charged with collection, in respect of the above-mentioned payment of social insurance premiums and/or wage tax.
- 13.7 Notwithstanding the other provisions of this article, the supplier will maintain an administration in such a way that the actual wage costs may be determined for each project. The client is entitled at all times to check this administration. The supplier will state the actual wage costs on each invoice.
- 13.8 In that case, payment as referred to in Article 13 will be made through the payment of 50% of the actual wage costs by the client into the G-account of the supplier.
- 13.9 If the transfer regulations for BTW are applicable to the Agreement, the supplier will state this on each invoice.
- 13.10 At the request of the client, the supplier will submit the original copy of a recent Certificate of Payment Conduct from the Industrial Insurance Board and the tax authorities.

Article 14 Personnel charged with delivering goods or services

- 14.1 The supplier guarantees it will supervise and exercise control over persons charged with the implementation of the agreement.
- 14.2 The supplier guarantees that each person working for it on the premises of the client will comply with the rules and instructions of the client as laid down in the documents originating from the client and known to the supplier, such as Site Regulations, specifications, etc. Each violation of these rules and instructions by the supplier or any person involved in the implementation on behalf of the supplier shall entitle the client to dissolve the agreement forthwith without notice of default or legal intervention.

Artikel 15 Foreign labour 'Wet arbeid vreemdelingen (21 December 1994)'

- 15.1 When the supplier carries out work for the client and assigns a foreigner – as defined in the Dutch legislation on foreign labour 'Wet arbeid vreemdelingen (21 December 1994)' - to carry out its work, the supplier will immediately notify the client of this assignment.
- 15.2 The supplier will abide by the rules of the aforementioned 'Wet arbeid vreemdelingen' and will be held accountable for all fines, damages and costs imposed on the client in this context. A copy of the legislation on foreign labour 'Wet arbeid vreemdelingen (21 December 1994)' shall be sent free of charge on first request.

Article 16 Documentation

- 16.1 The supplier is obliged to make the associated documentation available to the client before or with the delivery. Failure to do

so will entitle the client to suspend payment until the documentation is in its possession.

- 16.2 The client is free to use this documentation as it sees fit, including duplicating it for its own use.

Article 17 Resources

- 17.1 Materials, drawings, calculations, models, templates, instructions, specifications and other resources made available by the client or purchased or produced by the supplier for the purpose of the delivery remain the property of the client and/or become the property of the client at the moment of purchase or production.
- 17.2 The supplier is obliged to mark the resources referred to in the previous article as recognisable property of the client, to maintain them in good condition and to insure them against all risks at its own expense as long as the supplier is the keeper of these resources.
- 17.3 The resources will be made available to the client on demand or at the same time as the last delivery of the goods to which the resources relate.
- 17.4 Resources that are used by the supplier for the implementation of the agreement will be submitted to the client on demand for its approval.
- 17.5 Changes to or deviations from the resources provided or approved by the client are only permitted after prior written approval of the client.
- 17.6 The supplier will not use the resources or arrange to have them used for or in relation to any other purpose than the delivery to the client, unless the client has given its prior written consent hereto.

Article 18 Human health and safety in work environment

- 18.1 The supplier guarantees that all the deliveries will comply to all European and local and from time to time applicable legal provisions related to security, health and environment and that all related legal documents will be handed over to the client. The supplier upholds the European 'Reach' Regulation no. 1907/2006 of 18 December 2006, with regard to the registration, evaluation, authorisation and restriction of chemical substances and the supplier also undertakes to comply with the European Regulation (CE) N° 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP") with its aim to improve the protection of human health and the environment through better and earlier identification of the intrinsic properties of chemical substances. The full text of the regulation is available on the website of the European Union: www.eur-lex.europa.eu.
- 18.2 When a substance is subject to authorisation or registration the supplier shall comply with the requirements of the Reach Regulation, moreover:
- a. when necessary the supplier guarantees a timely registration of the substance at the European Chemicals Agency;
 - b. the supplier will supply only those substances:
 - o that are duly authorised for the use the customer intends to make of these substances;
 - o which comply with the restriction measures as imposed by the Reach Regulation;
- 18.3 The supplier will notify the client of any change in the Regulation applicable to these substances (f.e. a ban on the use of the substance) and of any feasible substitution for such substances.
- 18.4 The supplier will deliver the substance(s) in packaging in compliance with the UN Globally Harmonized System of Classification and Labelling of Chemicals (GHS). The delivery will be accompanied by customer information on the product with corresponding material safety data sheets and with regard to the information requirements of the Reach Regulation.
- 18.5 Whenever required by the applicable regulations, the Supplier undertakes to provide the client with the corresponding safety data sheets (SDSs) written in the language of the country of delivery. These SDS's need to be in conformity with the REACH-regulations irrespective the origin of the product.
- 18.6 In addition, the Supplier undertakes to notify the client if the Products supplied, and their packaging, contain any substance of very high concern as soon as they are included in the

Candidate List, as defined by REACH (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 the client when necessary.

- 18.7 When the supplier intends to modify ingredients and/or technical characteristics of the substance(s) or the supply of the substance itself, the supplier will give the client at least 6 months notice.
- 18.8 The Supplier warrants the client fully, unconditionally and at first request against all financial consequences of a failure or claim, damages or loss (incl. (extra) legal costs for litigations, etc.) on his part to comply with the obligations imposed upon it by REACH and CLP or by this clause or the above mentioned clauses. Any limitation of liability provided elsewhere in this Agreement does not apply to the liability incurred by the Supplier.

Article 19 Invoicing and payment

- 19.1 Payment of the invoice, including BTW, will be made within 60 days of receipt of the invoice and approval of the goods and any installation / assembly thereof by the client (including the receipt of all associated documentation such as drawings, quality and guarantee certificates, service manuals, instruction books and user guides). In the case of payment within 10 days of receipt of the invoice, the client is entitled to a discount of 3% on the invoice sum, which the client may deduct immediately from its payment.
- 19.2 The parties acknowledge that payment due from client in December and June each year will be deferred and will be paid instead on the tenth (10th) day of the following corresponding month [10 January and 10 July]. Under the terms of this agreement this does not constitute a late payment nor can this provide any right to the Supplier to claim damages or interests.
- 19.3 The supplier is obliged to submit its final invoice to the client no later than 4 weeks after the final delivery. Deliveries already made and approved will be paid for on the understanding that such payment, in the case of an attributable failure on the part of the supplier, will be made after deduction of damages and costs that the client suffers and/or will suffer as a consequence of an attributable failure. If and in so far as the deliveries give rise to the fact that the quantities in its final invoice deviate from the quantities approved beforehand by the client in writing and the client has not received the revised final invoice within the above-mentioned period, the supplier is no longer entitled to receive payment for claims in excess of the originally agreed quantities.
- 19.4 The supplier is not entitled to increase the invoice by a credit limitation surcharge.
- 19.5 In the event of any dispute arising from the agreement between supplier and client, the supplier is not entitled (not even as a measure of conservation) to seize any assets and/or rights of client.
- 19.6 The client is entitled to suspend payment if it discovers a defect in the goods and during the installation / assembly of these goods, if applicable.
- 19.7 The client is entitled to deduct from the amount of the invoice the amounts owed by the supplier to the client.
- 19.8 Payment by the client does not constitute in any way a waiver of rights and does not discharge the supplier from any guarantee and/or liability arising from the agreement or under the law.
- 19.9 The supplier is obliged to state the date of the order concerned, the order number of the client and a description of the goods on the invoice and accompanying documents.
- 19.10 The client is entitled to demand that the supplier provide at its own expense an unconditional and irrevocable bank guarantee from a bank acceptable to the client, as a guarantee for compliance with the supplier's obligations.
- 19.11 Each invoice must be drawn up in triplicate and sent to the client after the goods have been dispatched, and must be accompanied by receipts signed for approval by the client.
- 19.12 Invoices that do not comply with the requirements of the above paragraphs will be returned unprocessed.

Article 20 Liability

- 20.1 The goods delivered must be unloaded and stored in accordance with the instructions of the client. Breakages and/or damage occurring during loading, transport and/or unloading or stacking are at the expense of the supplier, even when the breakage and/or damage is discovered at a later date, unless the supplier demonstrates that the damage arose through the deliberate intent or gross negligence of the client.
- 20.2 Notwithstanding the liability or the responsibility of the supplier under the terms of its obligations and/or responsibilities pursuant to Article 10.1 above, the supplier is liable for all damage suffered by the client or third parties as a consequence of a defect in its product, as a result of which it does not provide the safety, quality, functionality and performance that may be justifiably expected.
- 20.3 The supplier is liable for all damage suffered by the client or third parties as a consequence of actions or omissions by itself, its personnel or those engaged by it in the implementation of the agreement.
- 20.4 The supplier indemnifies the client against claims from third parties for compensation for damages on the grounds of liability as referred to in the two preceding paragraphs and will come to a settlement with these third parties on the client's demand, or will defend itself in court instead of or together with the client – such at the discretion of the client – against claims as referred to above.
- 20.5 For the application of this article, the client's personnel and staff are regarded as third parties.
- 20.6 The supplier will take out adequate liability insurance as referred to in this article and will allow the client to inspect the policy if required.

Article 21 Insurance

- 21.1 The supplier is obliged to take out insurance against the financial consequences of its liability, without reference to, exceptions for or transfer to other insurance policies whether or not taken out at an earlier date, including liability insurance policies of other parties, whether known to the client or not. Insurance of its liability do not affect the liability of the supplier on the grounds of the agreement or under the law.
- 21.2 The insurance obligation referred to in paragraph 1 includes at any rate insurance for product and service liability even after delivery, including at all times liability for any cause by fire and/or explosion. Furthermore the supplier will at any rate insure all goods it has received or will receive from the client against damage or loss of any nature incurred during the period that the goods are in the safekeeping of the supplier.
- 21.3 If the supplier acts whether or not in the capacity of the producer, its liability insurance must at any rate constitute in full its liability towards the end customers of its product. The above applies regardless of the position these customers occupy in the chain of delivery to the client or to third parties, and regardless as to whom these customers could be liable.
- 21.4 With the delivery of goods or the use of motor vehicles and other rolling stock, the supplier is required to take out liability insurance against damage towards the client and/or third parties, for which an insurance obligation exists under the Motor Insurance Liability Act and/or the Carriage of Passengers by Motor Vehicles Act.
- 21.5 On the client's demand the supplier will be obliged to provide the client with copies of the insurance policies from the insurance company as well as copies of the correspondence relating to premium payments. Should the supplier fail to comply with its insurance obligations the client is entitled to meet these obligations on behalf of and at the expense of the supplier.
- 21.6 Notwithstanding the liability of the supplier under the agreement or the law, the supplier is required to insure the above liability for a suitable amount of cover. Should it fail to do so, a sum of at least € 500,000 per claim will apply. Insurance should be taken out with insurance companies regulated by the Pensions and Insurance Supervisory Authority for the Netherlands (*Verzekeringkamer*) in Apeldoorn.

Article 22 Intellectual and industrial property rights

- 22.1 The intellectual property rights, including copyrights, trademark rights, model rights and patent rights, which rest on documents, drawings, models etc. that have been provided by the client to the supplier, are vested solely in the client.
- 22.2 The supplier guarantees the free and uninterrupted use by the client of the goods delivered. It will indemnify the client against the financial consequences of claims from third parties due to breaches of their intellectual and industrial property rights.
- 22.3 The supplier is entitled to use the information provided by the client, however only in relation to the agreement. This information is and will remain the property of the client.

Article 23 Transfer of risk and ownership

- 23.1 The full and unencumbered ownership and the risk of the goods will be transferred to the client upon delivery or assembly and approval under Article 10. Delivery is taken to mean here the fact that the goods have actually been unloaded and signed for receipt. The client accepts no retention of title whatsoever.
- 23.2 If the supplier postpones delivery at the request of the client, the ownership of the goods will be transferred to the client on the date subsequently to be agreed upon between the client and the supplier. In such a case the supplier is obliged to store the goods separately from that date in such a way that they are clearly recognisable as the property of the client. Nevertheless, in that case the goods will remain for the risk of the supplier as the keeper of the goods, until the goods have been delivered to the client at the agreed location or locations.
- 23.3 The supplier will not contract out the performance of its obligations under the agreement, either partially or in full, to third parties without the prior written consent of the client.
- 23.4 The client is entitled to attach conditions to its consent.
- 23.5 In urgent cases, and also if it must be reasonably assumed after consultation with the supplier that the latter will not or cannot meet its obligations under the agreement or will not or cannot meet them promptly or satisfactorily, the client is entitled to demand that the supplier subcontract the implementation of the agreement, either partially or in full, to third parties at its own expense. All this does not discharge the supplier from its obligations under the agreement. The client is also entitled, at its own discretion, to carry out the obligations of the supplier or have them carried out by third parties at the supplier's expense and risk.

Article 24 Confidentiality

- 24.1 The supplier guarantees confidentiality towards third parties of all business information, such as that relating to business assets, business operations and other information originating from the client which has come or been brought to its knowledge in any way.
- 24.2 The supplier is not permitted to duplicate business information relating to the agreement or to allow third parties to inspect it except if necessary within the context of implementing the agreement and after written approval from the client.
- 24.3 All information, documentation and other business information made available by the client to the supplier within the context of the agreement remain the property of the client at all times and must be returned to it on demand or no later than at the moment of delivery.
- 24.4 The supplier will also impose the obligations referred to in this article on persons and third parties who have been engaged by the supplier in the implementation of the agreement.
- 24.5 As appropriate, the client is entitled to required personnel of the supplier and third parties who have been engaged by the supplier in the implementation of the agreement to sign a statement of confidentiality.
- 24.6 In the event of breach of that laid down in the above-mentioned articles, the supplier will forfeit an immediately due and payable penalty of € 10,000 for each breach, notwithstanding the right of the client to claim full compensation for the damage it has suffered.

Article 25 Order, safety and environment

- 25.1 The supplier and its employees or the third parties made use of by the supplier are obliged to observe all government safety

and environmental regulations in the implementation of the agreement, and furthermore to comply with the regulations, instructions and directions applicable at the location of delivery or implementation concerning order, safety, the environment and control.

- 25.2 The supplier and its employees or the third parties made use of by the supplier are obliged to observe the instructions and/or directions concerning order, safety, the environment and control on the part of the client and/or persons designated by it for this purpose at the location of delivery or implementation if circumstances so demand.

Article 26 Safety instructions on agreements with (sub)contractors

- 26.1 The supplier shall assure and demonstrate to the client that his employees and sub-contractors are fully aware of and are working in accordance with the health and safety laws and regulations in force as well as the instructions of the supplier and the Saint Gobain EHS Charter. A copy of the Saint Gobain EHS Charter shall be sent free of charge on first demand.
- 26.2 The client reserves the right to monitor the supplier's health and safety arrangements including those of any sub-contractor. Representatives of the client shall be afforded unrestricted access and facilities at all times and at the appropriate location to carry out this monitoring activity. If the supplier's health and safety arrangements comply with the laws and regulations hereinabove, the client will bear the cost and expense of such monitoring, but if the supplier do not comply with these laws and regulations, then the cost and expense of such monitoring will be borne by the supplier. The preceding will be at the sole discretion of the client.
- 26.3 Should the supplier and/or its subcontractors fail to perform any of the terms and conditions hereinabove and fail to remedy such failure immediately, then the client shall have the right to stop all due payments and/or to terminate the contract in whole or in part and may consider such non-performance as a breach of contract and shall be further relieved from accepting any undelivered items. Client expressly retains all its rights and remedies provided by law in case of such breach and no action by client shall not constitute a waiver of any such right or remedy.

Article 27 Responsible development

- 27.1 The supplier 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 Responsible Development policy.
- 27.2 The Saint-Gobain Group notably expects its suppliers:
 - a. to participate as much as possible in the development of the country they operate in;
 - b. to comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours, conditions and compensation; to refrain from resorting to any forced or compulsory labour or to any child labour, either directly or indirectly or through sub-contractors;
 - c. to take the necessary steps to ensure occupational health and safety; for their own activities they implement a policy aimed at identifying and preventing health and *safety risks*; to inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions on Saint-Gobain sites; to implement policies on managing and improving their manufacturing processes, which are designed to limit their environmental footprint throughout the life cycle of the products they supply.
 - d. to carry on their activities in strict compliance with applicable domestic and international legal standards.
 - e. as a supplier of timber and/or panel (related) products, to guarantee that he fully complies with the Forest Law Enforcement, Governance and Trade Regulation (EU N. 995/2010) and the applicable Timber Policy of the Building Distribution Sector of Saint-Gobain.
- 27.3 The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers

Charter" appended to the Agreement. The supplier declares that he has read this Charter and complies with its principles. As a consequence, the supplier agrees that Saint-Gobain can conduct audits in order to verify compliance with the Charter.

29.4 The client is entitled to compensate or to settle the sums payable or claimable in respect of the agreement with those sums it may itself claim from or owe the supplier.

Article 28 Termination and dissolution

- 28.1 The client is entitled at all times to terminate the contract prematurely by means of a written notice to the supplier, provided this is accompanied by reasons. Immediately after receipt of the written notice, the supplier will cease activities in the implementation of the agreement. The client and the supplier will then consult with each other regarding the consequences of such termination.
- 28.2 The supplier is legally in default and the client is entitled to declare the agreement fully or partially dissolved without any notice of default or legal intervention being required, notwithstanding its right to compensation, in the following cases:
- a. if the supplier fails to meet one or more of its contractual obligations or fails to meet them promptly after being served notice of default;
 - b. if the supplier petitions for bankruptcy or applies for a moratorium on payments, or is placed in receivership under a statutory provision;
 - c. if the supplier is declared bankrupt or is granted a moratorium on payments or the client can reasonably expect that supplier will be in that situation on short notice.
 - d. if one or more items of property of the supplier are placed under administration;
 - e. if the supplier transfers all or part of its business or control over it, winds up its business or halts operations entirely or in part, or business operations are otherwise ceased;
 - f. if a prejudgement or executory seizure is placed on all or some of the goods of the supplier.
- 28.3 Notwithstanding the provisions of the previous paragraph, the client is entitled to claim compensation in addition to the dissolution of the agreement.
- 28.4 If the client exercises the right referred to in the previous paragraphs, the supplier will be notified in writing of the dissolution of the agreement and the reasons for it.
- 28.5 In the case of (partial) dissolution, notwithstanding its rights to compensation for damage and costs the client is entitled at its discretion:
- a. to return the goods already delivered but no longer (to be) used to the supplier at the latter's expense and to claim a refund of payments already made for these goods or to set them off against amounts due. The supplier will be obliged to refund immediately to the client the payments already made in respect of the agreement after deducting the value of the goods retained by the client;
 - b. to refuse the goods still offered for delivery without incurring any (creditor's) default as a consequence;
 - c. to complete the implementation of the agreement itself or have it completed by a third party, after written notice if applicable, making use of the goods already delivered by the supplier and the materials and suchlike used by the supplier, whether or not for a reasonable payment to be agreed on afterwards.

Article 30 Assignment and pledging of claim

The supplier is not permitted to assign, pledge to third parties or otherwise encumber or transfer claims that it has or will obtain on the client pursuant to the agreement without the prior written consent of the client.

Article 31 Adjustment

In the event that any clause in these General Purchase Conditions is null and void this does not affect the validity of the other clauses.

If and when a clause is deemed to be null and void, parties will agree on a new clause that reflects as much as possible the purpose and objective of the original clause.

Article 32 Disputes and applicable law

- 31.1 Dutch law is exclusively applicable to the agreement entered into between the Dutch client and supplier and all disputes arising from it. Belgium law is exclusively applicable to the agreement entered into between the Belgium client and supplier and all disputes arising from it. Luxembourg law is exclusively applicable to the agreement entered into between the Luxembourg client and supplier and all disputes arising from it. The place of the establishment of the client will determine the applicable law according to this clause. The applicability of foreign law and of the Vienna Sales Convention are explicitly excluded.
- 31.2 Disputes between the parties, including those that are only regarded as such by one of the parties, will be solved as far as possible by means of proper consultation between the parties. If the parties cannot reach a settlement, the dispute will be judged by the competent court in the district where the business of the client is established, at least in another district at the discretion of the client.

In the Netherlands these general terms are filed under number: 41/2013 at the Office of the Court in 's-Hertogenbosch, the Netherlands on June 26, 2013. Upon your request a copy of these terms will be sent to you free of charge. These general purchasing conditions are also published on the internet website(s) of the several SG clients.

Article 29 Rights of suspension and compensation/settlement

- 29.1 The supplier declares it waives its rights to suspend performance of its obligations under the agreement if and in so far as the prompt implementation of the order for which the deliveries are intended is delayed as a result of exercising its right of suspension.
- 29.2 The client is entitled to suspend its payment obligations if the supplier fails or risks failing to comply with its obligations under the agreement or the law, regardless of whether this failure is attributable to the supplier.
- 29.3 If the client reasonably believes that it may suspend its obligations on the grounds of circumstances known to it at that moment, the client is not obliged to pay any compensation to the supplier if it becomes evident later that the appeal by the client to its right of suspension was not legally valid.