

## **GENERAL CONDITIONS OF SALE**

### **ARTICLE 1: General**

1.1 The present General Conditions of Sales cover the sales of Products concluded by each of the following companies: SAINT-GOBAIN ADFORS Cz s.r.o. on behalf of its glass yarns business unit for textile applications called "Business Unit Vetrotex", and SAINT-GOBAIN America SA de CV on behalf of its glass yarns business unit for textile applications called "Business Unit Vetrotex".  
The term 'Seller' as used below refers to each of these companies.

1.2 These General Conditions of Sale apply to national sales on the one hand and to international sales on the other, as defined in the Vienna Convention of 11 April 1980 on the international sale of merchandise. The international nature of the sale arises out of the relationship between the Purchaser and the Seller.

1.3 These General Conditions of Sale render completely null and void any preceding conditions of sale and pre-contracts.

1.4 These General Conditions of Sale are the only conditions applicable to contracts concluded between the Seller and the Purchaser, unless otherwise expressly agreed by the parties.

### **ARTICLE 2: Structure of the Contract**

2.1 In compliance with these General Conditions of Sale, the sales contract is not concluded until written confirmation of the order in the form of an order acknowledgement note has been sent by the Seller to the Purchaser.

2.2 Delivery dates are given in good faith, but are estimates only.

2.3 The present conditions are mentioned on the order acknowledgement note.

2.4 To be effective, any comment on the General Conditions of Sale must be formulated in writing and expressly agreed by the Seller.

2.5 The order will not be executed by the Seller unless these General Conditions of Sale are accepted, in accordance with the procedure set out above.

2.6 The waiver by the Seller of any breach or default of these General Conditions of Sale shall not be construed as a waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.

### **ARTICLE 3: Delivery**

3.1 Unless otherwise expressly agreed, all of our sales are concluded as CPT in the case of land transportation or CIF in the case of transportation by sea (Incoterms® 2010). The rules applicable for the contract in terms of risks transfer are those arising out of the selected Incoterm.

3.2 The delivery date corresponds to that defined in the agreed Incoterm.

3.3 The place and time for delivery of the merchandise are defined and regulated by the rules of the applicable Incoterm and must be stated in the order acknowledgement note.

3.4 The Purchaser must check the condition of shipments as soon as they are delivered by the carrier and, in the case of damage or shortfall, maintain the relevant rights of recourse against the carrier by completing the formalities required by the carrier and, in particular, by mentioning all of the necessary reservations on the CMR.

### **ARTICLE 4: Amending and cancelling an order**

4.1 Any amendment to an order must be requested in writing by the Purchaser within the following timeframes: in the case of standard products, no later than seven (7) working days before the Products are handed over to the carrier; in the case of Products manufactured to a specific Purchaser's order, before production is started.

4.2 Shall be considered as an amendment to an order, any change leading to the amendment of any statement appearing in the order acknowledgement note.

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

4.4 Requests for cancellation of an order shall only be effective if addressed in writing to the Seller no later than 30 working days before the planned delivery date.

4.5 Any amendment or cancellation which does not respect these conditions will be null and void, and the contract will be executed in compliance with the order acknowledgement note.

### **ARTICLE 5: Prices and payment**

5.1 An order may require a number of deliveries staggered in time.  
All orders will be invoiced under the prices and conditions in force on the delivery date set out on the order acknowledgement note.  
The prices for the Products are exclusive of VAT which shall be due by the Purchaser at the rate ruling on the date of VAT invoice.

5.2 The terms for payment of the Seller's invoices are 30 days net from the date of invoice, unless otherwise agreed.

5.3 In the event of late payment, the Seller may suspend all deliveries of current orders, including those already confirmed, and/or demand

cash payment for all future deliveries, without prejudice to any other course of action.

5.4 In compliance with the terms of Directive 2000/35/EC of 29 June 2000, a late-payment penalty will be invoiced for payment after the settlement date indicated in the invoice. However, if formal notice is required by the law governing the sale, interest on the arrears will start to accrue from the date on which the notice is sent to the Purchaser.

Late-payment penalty will be calculated on the basis of the rate of the European Central Bank, plus 7 %.

5.5 Where legislation so permits, the Purchaser shall not be entitled to deduct any amount claimed against the invoices of the Seller.

#### **ARTICLE 6: Retention of Title - Payment guarantee**

**6.1 Ownership of the Products is not transferred to the Purchaser until full payment has been made of the principal price, plus any interest, where applicable.**

**The remittance of a bill of exchange or other instrument of exchange does not constitute a payment under the terms of this Article 6.**

6.2 From the delivery date as defined by the selected Incoterm in compliance with Article 3 of these General Conditions of Sale, the Purchaser shall bear all the risks to which the Products are exposed, or those the Products may be caused during storage and when being used.

6.3 In case of loss of the Products, payment will remain due by the Purchaser, whether the loss is accidental or not. The Purchaser must take out insurance to cover this eventuality.

6.4 The Purchaser undertakes to do all he can to comply with the preservation and storage rules of the Product indicated on the Product Sheet. The Purchaser must check the latest version of the Product Sheet by contacting the Seller's sales department or by downloading it from the site [www.vetrotextiles.com](http://www.vetrotextiles.com).

6.5 The Purchaser undertakes to protect the Seller's property.

In particular, he must ensure that the Retention of Title Clause is recorded in the registers required by the national legislation in force in his country and shall complete all of the formalities necessary for the opposability of the clause.

6.6 Where the legislation in the Purchaser's country so permits, the resale of the Product by the Purchaser will entail the automatic transfer to the Seller of the claims and rights of the Purchaser arising out of the resale, to the limit of the extent of the claims and rights of the Seller. Without prejudice to this transfer or to the right arising for the Seller to receive the price of the Product paid by the secondary purchaser, the Purchaser may collect the price on behalf of the Seller. On the Seller's first demand, the Purchaser shall inform the secondary purchaser of this transfer and shall communicate to the Seller all information required for collection of the transferred claims. In the event of default of payment on the part of the Purchaser, or in case of insolvency, the Seller will be entitled to inform the secondary purchaser of the transfer and may either collect the sum of the claims himself, or repossess the Product.

Any processing or transformation of the Product by the Purchaser will be considered as having been carried out on the Seller's account and the Seller's right of ownership shall now apply to the new intermediary or finished product obtained, up to the amount of the Product price. The Purchaser undertakes to keep the new product on behalf of the Seller without any expenses arising to the Seller.

In the event of loss of the Product, the Purchaser's right to compensation by the Insurer will be automatically transferred to the Seller up to the limit of the price of the Product.

6.7 A specific contract between the Seller and the Purchaser shall be required for the constitution of a consignment stock on the Purchaser's premises.

6.8 Failure to pay in due time any invoice may result in the recovery of the Product up to the amount of the unpaid amounts due. Those Products still in the Purchaser's possession shall be presumed to be those for which payment has not yet been received. The claim will be applied to these Products as a priority.

6.9 Where the Retention of Title Clause is not applicable in respect of the law covering the sale, ownership of the Products will not be transferred to the Purchaser until delivery.

6.10 Before the sale is confirmed in writing, the Seller will have the opportunity to require the Purchaser to put in place any payment guarantee he deems necessary, and reserves the right to refuse the Purchaser's order if the Purchaser does not agree to provide such guarantee.

#### **ARTICLE 7: Warranties and liability**

7.1 The Seller warrants that the Products delivered will comply with the specifications only. No other warranty, statutory or otherwise, shall be implied, including without limitation a warranty of fitness for a particular purpose.

It is the responsibility of the Purchaser to ensure that the Product enables him to manufacture a finished product in line with his expectations, taking into account the other components he uses in his manufacturing process.

7.2 The liability for any and all direct damages caused by the Seller to the Purchaser shall not exceed the amount of the relevant Purchaser's order

7.3 The Seller shall not in any event be liable to the Purchaser in contract, tort or otherwise for any indirect damages suffered by the Purchaser or any third party, including but not limited to consequential loss, loss of business and loss of profit whatever and however caused, to the extent permitted by applicable law .

7.4 Under no circumstances is the Seller liable for any damages resulting from inappropriate storage or use of the Product by the Purchaser.

7.5 Nothing in these General Conditions of Sale operates to exclude or limit liability for death or personal injury caused by the Seller's negligence.

7.6 The burden of evidence to establish cases of serious negligence or of intentional action on the part of the Seller having resulted in damage lies exclusively on the Purchaser.

#### **ARTICLE 8: Claims**

8.1 Any claim for an apparent defect of the Product identified on delivery must be notified by the Purchaser to the Seller or to his representative no later than eight (8) working days from receipt of the Product, and must be accompanied by the documents indicated in Articles 8.4 and 8.5 of these General Conditions of Sale. This in no way releases the Purchaser from the obligation to complete the required formalities in respect of the carrier.

8.2 An apparent defect is defined as a visible damage identifiable on receipt of the Product, or on opening of the packaging.

8.3 Any claim other than that described in Articles 8.1 and 8.2 on apparent defects of the Products must be notified in writing to the Seller or to his representative within six (6) months of receipt of the merchandise and must be accompanied by the documents indicated in Articles 8.4 and 8.5 of these General Conditions of Sale.

8.4 For all claims, the following information and documents must be supplied: the invoice number or weight list for the disputed batch with mention of the faulty batches or units; the number of the faulty pallet (photocopy of the label); an exact description of the anomaly or fault identified, and, if possible, photos of the alleged fault and a sample of the Product.

8.5 Subject to the applicable Incoterm to the sale, 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, in addition to the documents indicated above in Article 8.4.

8.6 The Seller will be entitled to reject any claim unless all of these formalities are respected.

8.7 In the event of a claim, the Products delivered must be made freely accessible to the Seller or to his representative for checking.

8.8 Returns of Products will be permitted if they have been preceded by a claim in compliance with these General Conditions of Sale and they have been explicitly accepted by the Seller.

8.9 Any return of Products accepted by the Seller will only give rise to the establishment of a credit note corresponding to the invoice value of the returned Products.

#### **ARTICLE 9: Termination**

9.1 If, after the conclusion of the contract, the Purchaser does not meet part or all of his obligations, the Seller reserves the right to either request the resolution of the sale or request the forced execution of the sale, without prejudice to any damages and interests which might be claimed.

9.2 A written notice reporting the failure of the Purchaser to meet his obligations will inform the Purchaser of the Seller's wish to resolve the sale.

9.3 In the event of difficulties affecting execution of the order within the initially planned timeframe, the Seller will issue a new order acknowledgement note stating the new delivery date within a reasonable period of time.

9.5 Offers to make payment or to execute made after the period set in Article 5.2 may in no case deprive the Seller of the right to invoke resolution or enforced execution.

9.6 The Seller may terminate any sale contract in the event the Purchaser becomes insolvent or otherwise unable to pay its debts as they become due, is declared insolvent or bankrupt, files or has filed against it a petition in bankruptcy, makes any assignment or trust mortgage for the benefit of creditors, or has a receiver, guardian, conservator, trustee in bankruptcy or similar official appointed by a court of competent jurisdiction to take charge of all or any part of its property.

#### **ARTICLE 10: Force Majeure**

10.1 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 event such as: war, declared or not, boycott, shortages of raw materials and energy, natural disaster, fire, failure on the part of the carrier, total or partial strikes, lockouts and any event which cannot be reasonably dealt with by the party to the contract whose execution is delayed or prevented.

10.2 If the Purchaser fails to meet his obligations due to a force majeure case, the Seller may cancel the sale in accordance with Article 9 of the present General Conditions of Sale.

#### **ARTICLE 11: Invalidity of any clause**

Should any of the clauses of the present General Conditions of Sale be invalid, such invalidity shall not affect the other clauses which shall remain in force.

#### **ARTICLE 12: Language**

To the extent permitted by applicable law, the French version of the present General Conditions of Sale shall prevail, or failing that, the English version.

#### **ARTICLE 13: Applicable law**

These General Conditions of Sale are subject to the national law of the Seller and to the terms of the Vienna Convention of 11 April 1980 relating to international merchandise sales.

#### **ARTICLE 14: Export control**

The Purchaser undertakes to comply with all applicable laws including but not limited to export controls legislation. If, at any time, any new law or regulation renders the performance of its duties impossible or illegal for the Seller, the Seller shall

be entitled to cancel the order and terminate the relationship without any liability to the Purchaser.

#### **ARTICLE 15: Data protection**

For any processing of personal data, the Seller undertakes 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.

The Seller uses IT resources intended to identify transactions which may represent a risk of corruption, money laundering or non-compliance with export control or economic sanctions.

The registered information may only be disclosed to the following recipients: General Secretary, Legal and/or Financial and/or Commercial Departments and members of the compliance network.

Some of the recipients are located outside the European Union (in countries where Saint-Gobain is established). Data transfers are permitted and governed by standard contractual clauses on data protection established by the European Commission.

These recipients will receive the following data: surname, first name, address, date and place of birth, nationality, title.

In accordance with the provisions of French law no. 78-17 dated 6 January 1978 relating to data protection as amended, such data processing has been authorized by the French Data Protection Authority ("CNIL") and you have the right to access and modify personal data relating to you, by sending a request to the Compagnie de Saint-Gobain – Secrétariat Général - Les Miroirs - 18 avenue d'Alsace - 92096 LA DEFENSE CEDEX or [protectiondesdonnees-screening@saint-gobain.com](mailto:protectiondesdonnees-screening@saint-gobain.com)

#### **ARTICLE 16: Jurisdiction clause**

**16.1 Any dispute between the parties arising out of the interpretation or execution of the contract or of the present General Conditions of Sale shall be submitted to the exclusive jurisdiction of the district court in the location of the Seller's registered office.**

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

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