



**GENERAL TERMS AND CONDITIONS OF PURCHASE
BY SAINT-GOBAIN INNOVATIVE MATERIALS POLSKA SP. Z O.O.
WITH REGISTERED SEAT IN DĄBROWA GÓRNICZA**

applicable to:

**GLASS Branch in DĄBROWA GÓRNICZA
GLASS Branch in JAROSZOWIEC
as of 30.10.2017**

Preamble

The General Terms and Conditions of Purchase, hereinafter referred to as the “**OWZ**”, constitute the general terms and conditions of contracts within the meaning of Article 384 § 1 of the Polish Civil Code and apply to all goods and services purchase contracts entered into by Saint Gobain Innovative Materials Polska Sp. z o.o. with a seat in Dąbrowa Górnicza, Szklanych Domów 2 (“**SGIMP**”) within the scope of business activities of its Glass Branch in Dąbrowa Górnicza and Glass Branch in Jaroszwiec (“**Branch**”), as a buyer, with individuals and legal entities conducting business activity, hereinafter referred to as the “**Supplier**”. Terms used in the OWZ shall be interpreted accordingly to the type of concluded contract.

The Supplier is an entity professionally engaged in performing activities covered by the contract entered into with SGIMP and the Supplier shall be obliged to perform the contract in compliance with the legislation in force, technical principles and know-how, and to exercise due diligence in accordance with the professional nature of its activities.

In the case the Supplier is an entity with a seat outside Poland, appropriate Incoterms 2010 rules referred to herein shall apply.

SGIMP and the Supplier shall hereinafter jointly be referred to as the “**Parties**” and individually as a “**Party**”.

§ 1

[Contract]

SGIMP enters into a contract (“**Contract**”) with the Supplier according to § 2 OWZ. The OWZ shall constitute an integral part of the Contract.

§ 2

[Conclusion of the Contract]

1. The Contract shall be deemed to have been concluded only if the Supplier unconditionally accepts the offer made by SGIMP to conclude the Contract whereby the offer shall take the form of a purchase order and include or refer to the OWZ (“**Purchase Order**”), or if the Supplier proceeds to carry out the Purchase Order. The absence of reply to the Purchase Order within 48 hours of receiving it shall be deemed as the unconditional acceptance of the Purchase Order by the Supplier.
2. The Purchase Order shall be issued to the Supplier in a document form by electronic means (using the EDI system – Electronic Data Interchange or an e-mail – in a pdf file).
3. The Parties hereby exclude the application of the Supplier’s general terms and conditions.



§ 3

[Conditions for delivery of goods]

1. The Supplier guarantees that the goods conform with the legislation in force, Polish Standards (PN) (or European EN norms to such extent as they replace the Polish Norms) and internal SGIMP standards, about which SGIMP has informed the Supplier at the latest at the time of issuing the Purchase Order.
2. The goods must be delivered to SGIMP's or the Branch's legal address or to a carrier designated by SGIMP (or a carrier designated in a Purchase Order with reference to the given client number). The Supplier must deliver the goods to SGIMP's or the Branch's legal address during the fixed working hours of a warehouse: Monday – Friday 6:30 – 14:30 (outside these hours the delivery will not be accepted).
3. The Supplier shall bear the cost of delivering the goods to SGIMP's or the Branch's legal address or to a carrier designated by SGIMP. SGIMP shall bear the cost of unloading the goods on its premises or the Branch's premises and the cost of the designated carrier.
4. Delivery shall be deemed to have been made at the time of collecting the goods by SGIMP or the designated carrier, pursuant to a written confirmation of delivery signed by the representatives of the Parties (or the Supplier and the carrier). With the goods, the Supplier shall be required to provide SGIMP or the designated carrier with all required delivery documents containing the number of the Purchase Order.
5. Before collecting the goods and signing the confirmation of delivery or promptly after delivering the goods by the designated carrier, SGIMP may inspect the goods in the presence of the representatives of the Supplier and SGIMP or the carrier. In the case the inspection reveals that the goods or their samples do not meet the requirements or characteristics arising from the Purchase Order, mandatory legislation, Polish Standards (PN), European Standards (EN) or the internal SGIMP standards, or that the Supplier had failed to provide the required delivery documents, SGIMP may refuse to collect the goods. In such the case, the goods may be returned to the Supplier at his own cost and risk and SGIMP may charge the Supplier with a contractual penalty for the delay by fault in delivering the goods pursuant to § 15 OWZ, without prejudice to other SGIMP's rights. Non-execution of the abovementioned right to inspect or a positive outcome of the inspection shall not exclude or limit the Supplier's liability on account of the statutory warranty or guarantee or the Supplier's liability for improper performance of the Contract.
6. In the case the delivery of goods is made by the Supplier with a seat outside Poland, the moment of delivery shall be determined in accordance with the Incoterms 2010 rule indicated in the Purchase Order, and when no such indication is made – in accordance with the DAP rule for SGIMP's or the Branch's legal address.
7. The Supplier must properly package the goods, properly insure the goods for the transportation time and properly stow the goods in a conveyance, in compliance with the legislation in force, properties of the goods, in a manner appropriate for a conveyance and in a manner securing the goods for the transportation time. The Supplier shall bear the costs of the abovementioned.
8. At the latest at the time of delivery and where appropriate – sufficiently in advance, the Supplier must give SGIMP detailed and accurate information about delivered goods, in particular about its size, weight and specific requirements for transport, unloading and storage. The Supplier must also give SGIMP all documents necessary for using the goods, including all technical specifications, quality certificates, other certificates and manuals.
9. The Supplier must redress any damage and refund all expenses (in particular expenses related to presented claims, initiated proceedings, imposed fines, damaged vehicles and other devices used for loading, unloading, transportation and manufacture) incurred by SGIMP as a result of a failure to give, or failure to give at due time, correct and complete information and documents set out in item 8 above.

§ 4

[Transfer of ownership of the goods and the risk of its accidental loss or damage]

Ownership of the goods is transferred to SGIMP at the time of collecting the goods in accordance with § 3 item 4 OWZ. At the same time profits and burdens connected with the goods and the risk of its accidental loss or damage are transferred to SGIMP, unless applicable Incoterms 2010 rule indicated in the Purchase Order states otherwise or, when no Incoterms 2010 rule has been indicated – DAP rule for SGIMP's or the Branch's legal address.

§ 5

[Customs clearance]

1. The Supplier must prepare and give SGIMP at due time all documents and information necessary for the customs clearance of the goods. SGIMP is not obliged to verify the correctness and the authenticity of the information and documents related to the customs obligations, provided by the Supplier. The Supplier is liable to SGIMP for any damage or expenses caused by a failure to give, or failure to give in due time, or incompleteness of the documents and all the information necessary for the customs clearance.
2. All aspects that are not regulated in item 1 are governed by Incoterms 2010 DAP rule for SGIMP's or the Branch's legal address.

§ 6

[Conditions for acceptance of the service]

1. The Supplier shall provide the service at SGIMP's or the Branch's legal address, unless the Parties agree otherwise.
2. Acceptance of the service provided shall be made on the basis of a written confirmation of acceptance, signed by the representatives of the Supplier and SGIMP. Before signing the written confirmation of acceptance, SGIMP may inspect the correctness of the service provided, in the presence of the representatives of the Parties. In the case the inspection reveals that the service does not meet the requirements or characteristics arising from the Purchase Order, mandatory legislation, Polish Standards (PN), European Standards (EN) or internal SGIMP standards, SGIMP may refuse to sign the confirmation of acceptance and may act in accordance with § 15 OWZ, without prejudice to other SGIMP's rights.
3. The Supplier must give SGIMP all necessary documents and detailed and accurate information about the service provided.
4. The Supplier must redress any damage and refund all expenses (in particular expenses related to presented claims, initiated proceedings, imposed fines, damaged property) incurred by SGIMP as a result of a failure to give, or failure to give at due time, correct and complete information and documents set out in item 3 above

§ 7

[Price, payment terms, additional fees and costs]

1. The price for the goods or the service is given in the Purchase Order. The price is fixed and shall not be altered in any manner whatsoever. The application of art. 657¹ and art. 632 § 2 of the Polish Civil Code is excluded.
2. If the price is denominated in euro (EUR) and if the Supplier has a seat in Poland, then the final price on the invoice must be expressed in Polish zloty (PLN), determined on the basis of an average EUR/PLN exchange rate announced by the National Bank of Poland and effective on the date of issuing the invoice. The invoice must include the information about an exchange rate used for conversion and a number of an exchange rate table.
3. The price given in the Purchase Order is net of tax and shall be increased by the amount of the



value added tax, pursuant to the legislation in force.

4. The price given in the Purchase Order covers all Supplier's considerations arising from the Contract. SGIMP is not obliged to pay the Supplier any additional fees or to refund any additional costs related to the performance of the Contract, unless the Contract states otherwise.
5. In the case the goods are delivered by the Supplier with a seat outside Poland, delivery costs are determined in accordance with Incoterms 2010 DAP rule for SGIMP's or the Branch's legal address.

§ 8

[Payment schedule, invoicing]

1. SGIMP must pay the Supplier for the goods or the service, that conform to the Contract, on a date indicated in the Purchase Order. When no such date is indicated, the payment is due within 60 days from the day of receiving a correctly issued invoice by SGIMP. The Supplier must issue the invoice no sooner than on the day of delivering the goods or accepting the service by SGIMP.
2. The invoice must include the number of the Purchase Order and the Supplier's bank account number. The lack of the Purchase Order number or a wrong number is tantamount to the Supplier's consent to extend the maturity date by an additional time corresponding to the original time limit for payment.
3. Supplier that has signed with SGIM the agreement on e-invoices sends the invoice in electronic format on e-mail address: **e-faktury-SGGP@saint-gobain.com**
4. The paper invoice must be sent to the following address:
Saint-Gobain Innovative Materials Polska Sp. z o.o.
Oddział Centrum Usług Wspólnych w Dąbrowie Górniczej
ul. Szklanych Domów 1, 42-530 Dąbrowa Górnicza
5. The payment shall be made by means of a transfer to a bank account indicated on the invoice. The date of payment is deemed to be the date on which the SGIMP's bank account is debited.

§ 9

[Training]

On SGIMP's request, the Supplier must provide a training at SGIMP's or Branch's legal address concerning operation of the delivered goods. The price of the goods includes the price of the training.

§ 10

[Spare parts]

1. The Supplier must provide SGIMP with ongoing supply of consumables and spare parts for the delivered goods, at market price, for 10 years from the date of collecting the goods by SGIMP. If, on objective grounds, the Supplier cannot provide the supply of consumables or spare parts, he must promptly give SGIMP a technical specification that allows SGIMP to make such consumables or spare parts on its own or to order such parts from other suppliers, if necessary providing SGIMP, without additional fees or costs, with necessary licence and other necessary entitlements. The Supplier shall be required to inform SGIMP about any and all intellectual property rights pertaining to the ordered spare parts and consumables.
2. The Supplier must prepare a list of consumables and spare parts for the goods covered by the Contract and attach it to the documents concerning delivered goods. The list must include, amongst others, a description of consumables and spare parts, which are necessary for SGIMP to correctly use the delivered goods.



§ 11

[SGIMP's supervision over proper performance of the Contract]

1. At any time during the term of the Contract, SGIMP may demand that the Supplier delivers or makes available any documents and information concerning the Supplier's performance of the Contract, in particular as regards preparation and performance of delivery, performance of obligations arising from customs legislation, guarantee service, the way in which services were performed. The Supplier must promptly make available to SGIMP any requested documents and information concerning the Supplier's performance of the Contract.
2. In the case any obligations covered by the Contract are performed at the Supplier's legal address or at any other place, SGIMP may inspect the correctness of their performance at such place, at any time, after notifying the Supplier about the inspection 5 days in advance.

§ 12

[The Supplier's liability under statutory warranty for physical or legal defects]

1. The Parties hereby exclude the application of article 563 of the Polish Civil Code. SGIMP shall notify the Supplier about defects of the goods within 3 months from the date of their detection. SGIMP may notify the Supplier about the defects by electronic mail.
2. If SGIMP has demanded to have the goods replaced or the defects removed or made a declaration on reduction in the price, specifying the amount of reduction, and the Supplier has not responded to the demand within 14 days, it shall be deemed that he has accepted the demand as justified. In such the case, the notification referred to in item 1 above, is the evidence of the defect and its scope.
3. SGIMP is not obliged to deliver the defective goods to the Supplier. SGIMP shall make the defective goods available to the Supplier at the place of its storage. The goods shall be made available on the earliest, technically and organisationally, possible date, taking the Supplier's view into consideration where possible.
4. During removal of the defect, the Supplier must provide SGIMP with the replacement goods at his own expense and risk.
5. In the case the Supplier is in default in collecting the defective goods, SGIMP may – after ineffectively requesting the Supplier to collect the goods on a given date – deal with the defective goods at his own discretion, especially sell, send back or dispose of, at the Supplier's expense. The abovementioned does not entitle the Supplier to any claim against SGIMP.
6. In the case SGIMP has made the declaration on reduction in the price, the Supplier must issue an adjusted invoice within 7 days from the date of the declaration, for the amount corresponding to the reduced price and repay the adjusted amount within 30 days from the date of the declaration of reduction.
7. In the case the Supplier is in default in performing his obligations arising from the statutory warranty, SGIMP may order other entity, of its own choice, to remove the defects of the goods or acquire the goods free from defects at the Supplier's expense and risk, without the need to receive prior authorisation from court (substitute performance).

§ 13

[Guarantee of quality]

1. The Supplier represents and warrants to SGIMP that the supplied goods are free of physical and legal defects, including any third party encumbrances. The Supplier also represents that the goods have all attributes and parameters defined in the Supplier's offer and in the Purchase Order (whereas, in case of any discrepancies, the provisions of the Purchase Order shall apply).
2. In the abovementioned scope, the Supplier shall provide SGIMP with a quality guarantee for the goods for the period defined in the Purchase Order, and if no such indication was made – for 36 months counting from the date of delivery of goods.

3. In the event of SGIMP finding any defects in the goods during the quality guarantee period, the Supplier agrees to immediately remove the defect of the goods or to exchange the goods for goods free from defects, no later than 14 days after SGIMP reports the defect unless the Parties agree on another date for the defect removal. Within the same period the Supplier is obliged to inform SGIMP of the manner in which the defect was removed.
4. SGIMP shall be entitled to submit the notification about the defect by email. The Supplier's failure to provide a written response to the notification about the defect within 14 days from the receipt of the notification shall be deemed to constitute the Supplier's acceptance of the notification. In such event, the notification shall constitute the evidence of existence and scope of the defect.
5. While removing the defects of the goods in accordance with the quality guarantee, the Supplier endeavours to remove not only results of the defect, but also its reasons. A defect in the goods should be removed, if possible, in SGIMP's or the Branch's registered office.
6. SGIMP shall not be required to call on the Supplier to remove the defect if only immediate removal of the defect shall ensure uninterrupted operation of the SGIMP workplace, or shall prevent the occurrence of a damage connected with the defect. If such call for removal of the defect is not necessary, SGIMP shall be required to inform the Supplier, along with informing about the defect, that it has removed the defect individually or has outsourced the removal of the defect to a third party, without setting a deadline for the Supplier to remove the defect, and about the fee for the removal of the defect by SGIMP or a third party, which the Supplier shall be required to pay to SGIMP. The removal of the defect as described above shall not release the Supplier from liability on the account of the quality guarantee.
7. In the event of Supplier's default with its obligations under the guarantee SGIMP shall be entitled to order a third party at SGIMP's choice to remove the defects or to obtain subject of the Contract free from any defects at the Supplier's risk and expense without the need to receive prior authorisation from court (substitute performance).
8. In case the Supplier repairs the goods non-effectively twice according to the guarantee of quality, SGIMP shall be entitled to request for replacement of the goods to goods free from defects.
9. From the moment of replacement or repair of the goods, period of the guarantee of quality regarding the subject of replacement or repair runs anew. Notwithstanding the above, the period of the quality guarantee shall be prolonged for the period from notification about the defect until complete removal of the defect or replacement with new goods.
10. The Supplier provides SGIMP with a quality guarantee for consumables and spare parts to delivered goods based on rules referred to in this paragraph.
11. The provisions of § 12 par. 2-4 OWZ shall apply accordingly in the remaining scope.

§ 14

[Guarantee of quality of service]

1. The Supplier hereby warrants and represents that the Supplier will provide the service with due care, according to applicable law regulations, Polish Norms (or European EN norms to such extent as they replace the Polish Norms) and with SGIMP's internal norms which SGIMP has notified to the Supplier at the latest upon the commencement of the performance of the service. The Supplier shall also ensure that the service is performed in the manner defined in the Purchase Order and in the Supplier's offer (whereas, in case of any discrepancies, the provisions of the Purchase Order shall prevail).
2. To this extent, the Supplier provides SGIMP with a guarantee of quality of the performed service for the period indicated in the Purchase Order or, if no such indication is made, for the period of 36 months counting from the date of receipt of the service by SGIMP.
3. The Supplier hereby undertakes to immediately remove any defect of the performed service within a due deadline indicated by SGIMP (or within 7 days if no such indication is made), unless the Parties agree a different deadline to remove the defect. Within the same deadline the Supplier

- shall be required to notify SGIMP about the manner of removing the defect.
4. SGIMP shall be entitled to submit the notification about the defect via email. The Supplier's failure to provide a written response to the notification about the defect within 14 days from the receipt of the notification shall be deemed as the Supplier's acceptance of notification. In such case, the notification shall constitute the evidence of existence and scope of the defect.
 5. While removing the defects of the goods in accordance with the quality guarantee, the Supplier endeavours to remove not only results of the defect, but also its reasons.
 6. SGIMP shall not be required to call on the Supplier to remove the defect if only immediate removal of the defect shall ensure uninterrupted operation of the SGIMP workplace, or shall prevent the occurrence of a damage connected with the defect. If such call for removal of the defect is not necessary, SGIMP shall be required to inform the Supplier, along with informing about the defect, that it has removed the defect individually or has outsourced the removal of the defect to a third party, without setting a deadline for the Supplier to remove the defect, and about the fee for the removal of the defect by SGIMP or a third party, which the Supplier shall be required to pay to SGIMP. The removal of the defect as described above shall not release the Supplier from liability on the account of the quality guarantee.
 7. In the event of Supplier's default with its obligations under the guarantee SGIMP shall be entitled to order a third party at SGIMP's choice to remove the defects or to obtain subject of the contract free from any defects at the Supplier's risk and expense without the need to receive prior authorisation from court (substitute performance).
 8. In case the Supplier removes the defects of the service non-effectively twice according to the guarantee of quality, SGIMP shall be entitled to request the Supplier to provide the service again.
 9. The above shall be without prejudice to the rights of SGIMP under the statutory warranty for defects.

§ 15

[The Parties' liability for non-performance or improper performance of the Contract]

1. Without prejudice to any other provisions of the Contract (including the OWZ), if the Supplier fails to perform or performs improperly, including untimely, any obligation defined in the Contract, SGIMP shall be entitled to demand that the Supplier properly performs the obligation within a set deadline, not shorter however than 7 days, subject to withdrawal from the Contract or substitute performance. In the event of an ineffective lapse of the aforementioned deadline, SGIMP shall be entitled to withdraw from the Contract in full or in part and/or entrust the repair of or further performance of the obligation to a third party on the Supplier's cost and risk without a need for obtaining a court authorization (substitute performance). The Supplier shall not be entitled to any claims on this account.
2. In the event of a withdrawal from the Contract in full, SGIMP shall not be required to pay to the Supplier any fee or damages. In the event of a withdrawal from the Contract in part, SGIMP shall be required to pay only the fee for the properly performed part of services, not covered by the withdrawal notice. In addition, in case of a withdrawal from the Contract in full or in part for reasons attributable to the Supplier, SGIMP shall be entitled to demand from the Supplier a payment of the contractual penalty in the amount of 30 % of the gross value of the Purchase Order.
3. In the event of a default in the delivery of goods or provision of a service, the Supplier shall pay to SGIMP a contractual penalty of 1% of the total gross value of the Purchase Order for each day of default.
4. Each time when these OWZ provide for the Supplier's obligation to pay a contractual penalty to SGIMP, SGIMP shall be entitled to claim supplementary damages if the amount of the damage incurred by SGIMP exceeds the amount of the stipulated contractual penalty.
5. The Supplier hereby undertakes to indemnify SGIMP against any damages, claims or any liability

resulting from the Supplier's non-observance of obligations under the Contract or law regulations. In the event of any claims being raised against SGIMP by any third parties, including public administration authorities the Supplier hereby undertakes to immediately indemnify SGIMP and cover and potential damages. The Supplier also undertakes to indemnify SGIMP against any and all damages, claims and liability as a result of a failure to observe the above-mentioned obligations, and, on SGIMP's request, joint it in any disputes and proceedings. The Supplier shall reimburse SGIMP with any occurring or incurred related costs (in particular, costs of proceedings, costs of legal representation and legal advisory, costs of imposed fees, charges etc.). SGIMP's payment obligations shall be limited solely to the payment of the fee for the Supplier on terms defined herein.

6. The Parties are not responsible for non-performance or improper performance of any obligations hereunder caused by force majeure. For the purposes of the Contract, force majeure will mean any circumstances which:

- a) are not caused by any Party and which are independent of them;
- b) were unpredictable at the time the Contract was executed;
- c) cannot be overcome without material difficulties or costs; and
- d) preclude or considerably hinder the performance of the Parties' obligations arising from the Contract.

In particular, in accordance with the above definition, events of force majeure include: calamities or other extraordinary events related to acts of God, war, riot, general strikes, fire and explosions.

7. SGIMP shall be liable towards the Supplier solely for damages caused by intentional fault.

§ 16

[Civil liability insurance]

1. During the term of the Contract, until the end of the quality guarantee period, the Supplier shall be required to hold a civil liability insurance covering its business activity, in regard to any damages caused due to non-performance or improper performance of liabilities, and committing a tort, including the entire scope of services provided for in the Contract. The insurance must ensure payment of damages in an amount necessary to redress the damage caused, whereas the sum of insurance cannot be lower than the sum indicated in the Purchase Order and, in the event of no such indication – lower than the gross amount of the Purchase Order. Within 5 days from the receipt of the SGIMP request, the Supplier shall be required to provide SGIMP with documents confirming the fact of holding the relevant insurance (in particular, insurance policy, terms of insurance, proof of payment of the contribution).
2. In the event of SGIMP finding that the Supplier does not or did not hold a valid insurance during the term of the Contract, or in the event of a failure to present documents confirming the fact of holding the insurance within the deadline defined in item 1, the Supplier shall be required to pay to SGIMP a contractual penalty of PLN 10.000,00. In addition, SGIMP shall be entitled to conclude a relevant civil liability insurance at the Supplier's cost.
3. SGIMP may withhold the payment of any amount due to the Supplier on any account under the Contract until a proof of a civil liability insurance concluded in line with the above provisions is presented.

§ 17

[Intellectual property]

1. The Supplier represents and warrants to SGIMP that the execution and performance of the Contract does not violate any third party intellectual property rights (in particular copyrights and industrial property rights).
2. On SGIMP's request, submitted within 10 years from the conclusion of the Contract, the Supplier shall conclude with SGIMP an agreement on the transfer of proprietary copyrights to the works



created by the Supplier during the performance of the Contract. The conclusion of the agreement on the transfer of proprietary copyrights shall be made within the deadline indicated by SGIMP and shall cover all fields of exploitation, known upon the conclusion of the agreement, as well as the right to create elaborations relating to the work and to amend the work. The transfer of proprietary copyrights shall be made within the scope of the fee foreseen in the Contract and the Supplier shall not be entitled to any additional fee on this account.

3. If the conclusion of the agreement on the transfer of proprietary copyrights will not be possible due to the rights vested in third parties, the Supplier shall be required to conclude with SGIMP an exclusive licence agreement to the widest possible extent, with no time or territorial limitations, on terms defined in item 2.
4. On SGIMP's request submitted within 10 years from the conclusion of the Contract, the Supplier shall conclude with SGIMP an agreement on the transfer of the entitlement to obtain industrial property rights created during the performance of the Contract, or an agreement on the transfer of industrial property rights created during the performance of the Contract. The conclusion of agreements indicated in the previous sentence shall be made within a deadline indicated by SGIMP. The transfer of the entitlement to obtain industrial property rights or the transfer of industrial property rights shall be made within the scope of the fee foreseen in the Contract and the Supplier shall not be entitled to any additional fee on this account.
5. If the conclusion of the agreement on the transfer of the entitlement to obtain industrial property rights or the transfer of industrial property rights will not be possible due to the rights vested in third parties, the Supplier shall be required to conclude with SGIMP an exclusive licence agreement to the widest possible extent (full licence), with no time or territorial limitations, on terms defined in item 4.
6. If a third party submits a claim against SGIMP arising from industrial or intellectual property rights in connection with the goods supplied or service provided by the Supplier, their marking, name, concept, invention or technological information concerning the delivered goods/provided service, the Supplier agrees to indemnify SGIMP with respect to third parties in connection with claims concerning violation of any industrial or intellectual property rights of such persons. In particular, the Supplier agrees to redress any damage which SGIMP suffers in connection with the fact that the Contract violates third parties' intellectual or industrial property rights and agrees to reimburse SGIMP for all costs and expenses incurred in connection therewith.

§ 18

[Sustainable growth]

1. The Saint-Gobain Group, SGIMP inclusive, has the following expectations of its suppliers:
 - Monitoring the risk in terms of environmental protection in the context of manufacturing activities, and in the scope of goods used during operations, as well as during operations conducted within the Group;
 - Observance of employee rights, regardless of the country where business is conducted;
 - Absolute avoidance of engaging employees to perform forced work, compulsory labour and children labour, directly or indirectly, or via its contractors, during the manufacturing process or provision of services in the Group's premises, even if such procedure is allowed under local law regulations;
 - Ensure employees with the best possible OHS regulations and compliance with all applicable OHS regulations during operations performed in the Group's premises.
2. The above approach and expectations of the Saint-Gobain Group in regard to its suppliers are defined in the "Saint-Gobain Group Suppliers Charter" constituting an appendix to these OWZ and an integral part hereof.
3. The commencement of performance of the Contract by the Supplier shall mean that he has read the Suppliers Charter and observes the rules indicated therein.



§ 19

[Wood Trading Policy]

1. The Supplier hereby recognizes that the Saint-Gobain Group has implemented the Wood Trading Policy, which defines responsible activities that must be observed by Saint-Gobain companies while purchasing or selling wooden products. It is included in the sustainable development policy of the Saint-Gobain Group.
2. Therefore, the Saint-Gobain Group invites its suppliers to join these activities, within the scope of their own sphere of activity or influence.

§ 20

[Supplier's obligations in terms of OHS, human health protection and environmental protection]

1. Caring for the environment and compliance with occupational health and safety regulations at the workplace are included in the Saint-Gobain Rules of Conduct and Operations.
2. The Supplier, while present at the SGIMP premises in connection with the performance of obligations under the Contract (including guarantee service maintenance), shall be required to comply with the applicable law regulations as well as any and all internal safety regulations and instructions applicable at SGIMP, in particular the "OHS and environmental protection regulations pertaining to agreements with service providers", available on the SGIMP website: <http://pl.saint-gobain-glass.com/content/regulacje-bhp> and at the Purchasing Department at every Branch. The Supplier shall be entitled to demand that SGIMP provides other regulations and instructions in force. The above-mentioned obligations shall also apply to employees, subcontractors and other parties engaged in the performance of the Contract on the Supplier's part. The commencement of performance of the Contract by the Supplier shall mean that he has become acquainted with the aforementioned regulations and instructions, and that he is in compliance with the rules defined therein.
3. Persons present at the SGIMP premises (including drivers) must be equipped with certified personal protection equipment:
 - long trousers,
 - protective shoes / including sole protection + metal or composite toecap,
 - high-visibility vest (orange),
 - protective glasses,
 - protective helmet (orange).Persons not equipped as defined above, shall not be admitted to the SGIMP premises. The costs of this equipment shall be incurred by the Supplier.
4. SGIMP shall be entitled to demand the Supplier to pay the following contractual penalties on the account of a failure to perform the obligations indicated in items 1-2 while on SGIMP premises:
 - a) First stated violation – **PLN 500**;
 - b) Second stated violation – **PLN 1000**;
 - c) Third (and subsequent) stated violation – **PLN 2000**.

§ 21

[REACH Clause]

1. For the purposes of this clause the term "Customer" shall mean SGIMP.
2. As manufacturer, importer or distributor of the chemical substances sold to the Customer, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorisation and restriction of chemical substances (REACH

Regulation) on the one hand and the classification, labelling and packaging of substances and mixtures (CLP Regulation) on the other hand.

3. As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards the Customer for the whole duration of the present agreement.
4. In this respect, the Supplier shall in particular ensure that the substances provided to the Customer are duly registered for the uses that have been indicated to him by the Customer. The Supplier undertakes to provide the Customer with the registration numbers of the substances.
5. Moreover, should these substances be subject to an application for inclusion in the European Chemical Agency's (ECHA) candidate list of substances of very high concern, the Supplier shall inform the Customer as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Customer of mixtures or articles containing such substances.
6. In addition, in the event that the substances supplied to the Customer are subject to authorisation or restriction, the Supplier undertakes to inform in writing the Customer of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.
7. The Supplier undertakes to inform the Customer with a minimum of six (6) months' written notice if, in the course of the present agreement, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.
8. The substances [and/or mixtures] shall be accompanied by any information that are necessary in order to enable the Customer to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European and/or national regulations in force or, if such SDS is not mandatory, consist in all information referred to in Article 32 of the REACH Regulation.
9. The Supplier guarantees the Customer against any financial consequences arising from the Supplier's non-compliance with its obligations resulting both from the REACH and CLP Regulations and the present clause. Any limitation of liability provided elsewhere in this agreement does not apply to liability incurred by the Supplier in this respect.

§ 22

[Waste management]

1. The Supplier is the manufacturer and holder of waste generated in connection with the performance of the Contract. The Supplier shall handle the waste at his own cost and risk, in a manner fully compliant with the applicable laws and shall release SGIMP from any liability and incur any and all costs in case of any intervention against SGIMP by any authorities in connection with waste generated as a result of the performance of the Contract by the Supplier.
2. In the event the service is performed within the scope of waste management, the Supplier hereby represents that he holds the required licence for conducting business activity in this scope. The Supplier hereby undertakes to handle waste in appropriate manner and in line with waste management rules and applicable environmental protection laws.
3. The weight of delivered waste shall be verified by SGIMP on vehicle scales. Therefore, the Supplier's driver should report to weighing before and after loading the waste to the SGIMP security (at the entry gate of the premises). The actual weight shall be confirmed with a weight receipt. In case of any differences between the actual weight (as per the weight receipt) and the weight declared in the Contract, for settlement purposes the weight from the weight receipt shall be adopted. The Supplier shall issue the "Waste Delivery Card" in accordance with the weight as per the weight receipt.



§ 23

[Supplier's obligations relating to using items with nickel]

If supply of goods or provision of services requires the Supplier to perform any activities in the area of the furnace, batch plant and regions/devices relating to transport or storage of crushed glass, the Supplier shall be required to use spare parts, components and devices with nickel content lower than 0.05%. The Supplier shall be required to provide SGIMP with a certificate confirming nickel content below 0.05% before the commencement of the delivery of goods or provision of service, for all supplied spare parts, components and tools exposed to direct contact with raw materials, glass sets, glass mass or crushed glass.

§ 24

[Correspondence]

1. Any correspondence between the Supplier and SGIMP relating to the conclusion or performance of the Contract shall be conducted using the EDI system (Electronic Data Interchange). If the Supplier does not use this system, correspondence shall be conducted by email, in writing or via fax to the numbers and addresses indicated by the Parties.
2. All statements of will, including any amendment, termination, withdrawal from the Contract, must be submitted via the EDI system or in writing, subject to invalidity. Upon SGIMP's previous consent, statements of will may also be submitted by email or otherwise, as agreed by the Parties.
3. In case of written correspondence, all correspondence shall be deemed delivered after 7 days from posting by registered post or courier post to the Party's address disclosed on the date of posting in the National Court Register or the Central Register of Business Activity, and in case of Suppliers based abroad – to the Supplier's address indicated on the Purchase Order.

§ 25

[Subcontracting]

1. Unless otherwise agreed by the Parties, the Supplier shall be required to perform all obligations under the Contract personally.
2. The execution by the Supplier of an agreement with a subcontractor requires SGIMP's previous written consent.
3. The Supplier shall be liable for any actions or omissions of subcontractors and all parties engaged to perform the Contract, as for his own actions and omissions.
4. If subcontractors are engaged, the Supplier must obligate them to observe obligations provided in the Contract, in particular indicated in §§ 18-23 and § 26 OWZ and concerning the civil liability insurance.

§ 26

[Confidentiality]

The Supplier agrees to keep confidential any technical, organizational, economic or trade information concerning SGIMP obtained during the negotiations between the Parties and during the performance of the Contract unless the duty to disclose the same to specific parties or institutions arises from mandatory legal regulations. For every event of violating this obligation, the Supplier shall pay to SGIMP a contractual penalty in the amount of PLN 20,000.00.

§ 27

[Governing law and resolution of disputes]

1. The Parties mutually represent that all issues which are not regulated in these OWZ to the Contract will be governed by the Polish law regulations, save for the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the



provisions of the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974.

2. Any disputes arising from the Contract (including the OWZ) or related thereto will be submitted by the Parties for resolution by a Polish common court relevant for SGIMP's registered office.

§ 28

[Entry into force, changes to OWZ]

1. These OWZ shall enter into force on **30.10.2017** and shall apply to Contracts concluded as from that date.
2. Amendments to these OWZ shall be binding for the Supplier unless he raises an objection within 14 days from the date of being notified about amendments. In the event of raising an objection, OWZ applicable on the date of concluding the Contract shall apply.

§ 29

[Attachments to OWZ]

An integral part of the OWZ constitutes the attached Saint-Gobain Group Suppliers Charter.

Saint-Gobain Group Suppliers Charter

Having signed up to the UN's Global Compact, the Group has, since 2003, formalized its values through the General Principles of Conduct and Action applicable to all employees worldwide, and in doing so, confirmed its resolve to work towards responsible business growth.

Accordingly, the economic, social and environmental requirements of sustainable development are fundamental elements in the strategy of the Saint-Gobain Group.

To do so, Saint-Gobain has decided to invite its suppliers to take part in this process within their own sphere of action or influence.

This is the purpose of the present Charter which Saint-Gobain asks its suppliers to support. Their level of commitment in this domain is one of the deciding factors in selecting suppliers and Saint-Gobain will make sure that suppliers fully understand the Charter's contents.

This Charter is an integral part of the documentation handed out by Saint-Gobain in support of its consultations and is intended to be included in the contractual documents.

The Purchasing Departments of Saint-Gobain Group entities may be led, under certain circumstances, to take the measures they deem necessary to ensure full compliance with the Charter, notably by sending out questionnaires or conducting or having conducted specific audits at the suppliers' and sub-contractors' premises.

The Saint-Gobain Group expects its suppliers and sub-contractors to be mindful that their own suppliers and sub-contractors enable them to fully support the principles detailed in this Charter.

Respect the right to development

Suppliers guarantee their employees a decent standard of living. They participate as much as possible in the development of the country they operate in and work with all types of companies in compliance with this charter.



Employee rights

Regarding relations with their own staff, suppliers and subcontractors 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 and conditions, compensation and when it comes to exercising freedom of association.

In particular, suppliers and subcontractors undertake not to resort in any way, shape or form, either directly or through their own subcontractors or suppliers,

- to forced or mandatory labour,
- to child labour.

Finally, they make sure that their working practices are free from any form of job discrimination.

Occupational health and safety

Suppliers and subcontractors endeavour 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 affecting:

- their full-time and temporary members of staff,
- their customers' employees and the users of their products,
- their own suppliers and subcontractors' employees (temporary and full-time),
- the communities surrounding their facilities.

They inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions on Saint-Gobain sites. Finally, they make sure that their employees fully comply with regulations and Saint-Gobain Health and Safety standards when called out to work on Saint-Gobain sites. They inform Saint-Gobain of any incidents or non-conformities occurring.

Environmental commitment

Suppliers and subcontractors 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.

In particular, they strive in their respective domains to:

- reduce their impact on ecosystems and biodiversity,
- optimise consumption of natural resources and energy,
- reduce emissions of greenhouse gases, pollutants and volatile organic compounds,
- reduce quantities of waste released and develop recycling and recovery solutions.

They identify and quantify the significant environmental aspects of their activities, products and services. They set up a traceability of raw materials, components and materials necessary for the provision of services or property.

Suppliers shall be duty-bound to Saint-Gobain to disclose any product information required for the Group's environmental policy to be applied, especially in terms of Carbon Footprint and Life Cycle Assessment.



Suppliers and subcontractors encourage the development and distribution of environmentally-friendly technologies and work towards achieving the targets listed above.

Legal compliance commitment

Suppliers carry on their activities in strict compliance with applicable domestic and international legal standards.

In particular:

- They reject any actions liable to falsify or distort free competition or market access or infringe on the applicable legal rules concerning competition law,
- They reject any form of active or passive corruption in domestic or international transactions,
- They refrain from any practice aimed at interesting, either directly or indirectly, any Saint-Gobain employee with whom they have a business relationship in developing their relations, whether personally or in whatever shape or form.

This document is a supplement to the General Principles of Conduct and Action of the Saint-Gobain Group.