

General Terms and Conditions for Deliveries and Services
SAINT-GOBAIN GLASS DEUTSCHLAND GMBH, Nikolausstraße 1, 52222
Stolberg (Rhld.) (Stand

1. Scope:

1.01 These conditions apply to all contracts, deliveries, and other services, including consulting services, in business transactions with non-consumers within the meaning of § 310 para. 1 BGB. The version current at the time of the contract conclusion applies. The buyer's purchasing conditions are hereby contradicted.

2. Offers and Conclusion:

2.01 The offers contained in our catalogs and sales documents, as well as - unless expressly designated as binding - on the Internet, are always non-binding, i.e., only to be understood as an invitation to submit an offer. Orders only become binding for us when they are confirmed by us in writing. In the case of immediate order execution, the delivery note or the invoice is considered as order confirmation.

2.02 If our sales employees or commercial agents make oral side agreements or give assurances that go beyond the written contract, these always require written confirmation.

2.03 The above regulations do not apply to oral declarations by the management or persons who are authorized by us without restriction.

2.04 For our commercial customers, the following also applies: Additional conditions, including technical ones, result from supplementary delivery conditions, price lists, especially concerning dimensions and their calculation, glass thicknesses, price determination, crate or packaging content, packaging, freight costs, deposit money, etc. If nothing is contained therein and no special agreements have been made, the usual commercial practices apply.

2.05 If facts become known to us after the conclusion of the contract, especially payment delays regarding previous deliveries, which, according to proper commercial judgment, suggest that the purchase price claim is endangered by the buyer's lack of performance, we are entitled to demand advance payment or appropriate securities from the buyer within a reasonable period of time and to withdraw from the contract in case of refusal, whereby the invoices for already made partial deliveries become due immediately.

2.06 The buyer's wishes for subsequent changes or cancellations of the order can only be considered based on a special agreement and only as long as production, cutting, or processing has not yet begun.

3. Delivery Times, Delay, and Seller's Right of Withdrawal:

3.01 The contractually agreed delivery period applies. The start of the period requires the clarification of all technical and other details of the order, the provision of any necessary documents, and the receipt of any agreed advance payment. It is extended by the period during which the buyer is in default with his contractual obligations - within an ongoing business relationship also from other contracts.

3.02 Partial services and partial deliveries are permissible to a reasonable extent. We can invoice partial payments to a reasonable extent.

3.03 An execution or delivery period is extended - even within a delay - accordingly in the event of force majeure and all unforeseen obstacles that occur after the conclusion of the contract and for which we are not responsible (in particular also operational disruptions, strikes, lockouts, or disruptions of transport routes), insofar as such obstacles are demonstrably of significant influence on the intended execution or delivery. This also applies if these circumstances occur with our suppliers, subcontractors, or sub-suppliers. We will inform the buyer of the beginning and end of such obstacles as soon as possible. The buyer can demand a declaration from us as to whether we will withdraw from the respective contract or deliver within a reasonable period. If we do not declare ourselves immediately, the buyer can withdraw. Claims for damages are excluded in these cases.

3.04 We are only liable for timely deliveries for our own fault and that of our vicarious agents. We are not liable for the fault of our suppliers. However, we undertake to assign any claims for compensation against the supplier to the buyer. If we are in default due to simple negligence, our liability for the delay damage is limited to a maximum of 5% of the agreed price.

3.05 In the event of a delivery delay, the buyer is obliged to declare within a reasonable period at our request whether he still insists on delivery or withdraws from the contract due to the delay and/or demands compensation instead of performance.

3.06 The buyer requires our consent to assign his claims from the contractual relationship.

4. Shipping, Transfer of Risk, Packaging:

4.01 The shipping route and means are left to our choice. Packaging is not done by position but exclusively according to transport and production-technical as well as environmental policy aspects. The larger dimension of the unit always determines the packaging length.

4.02 Our deliveries are made "ex warehouse" or "ex works" of our previously named location (Incoterms 2020). With the handover of the goods to the carrier - regardless of whether he is commissioned by the buyer, manufacturer, or us - the risk passes to the buyer. This also applies to partial and free deliveries. In the case of delivery with our vehicles, the risk passes to the buyer as soon as the goods are made available at the location specified by him.

4.03 If the shipment is delayed at the buyer's request or fault, the goods are stored at the buyer's expense and risk. In this case, the notification of readiness for shipment is equivalent to shipment. With storage, the invoice for the goods becomes due immediately.

4.04 If the transport is carried out with our own vehicle or with third-party vehicles, the handover of the goods is deemed to have taken place at the latest as soon as they are made available to the recipient on a paved road in front of the delivery point and on the vehicle. If the access road is deemed impassable by the deliverer, the handover takes place where proper access and departure of the vehicle are guaranteed.

4.05 For our commercial customers, unloading is solely the buyer's responsibility, who must provide suitable unloading equipment and the necessary labor. Waiting times are charged accordingly in long-distance freight transport according to KVO and in local freight transport according to GNT.

4.06 If the buyer requests assistance with unloading (including unloading equipment), further transport, or installation, contrary to the contractual agreements, this effort will be charged additionally. Participation in these activities does not mean taking on additional liability or risk.

4.07 Reusable packaging/glass transport racks are only provided to the buyer on loan. The buyer must notify us in writing within 2 weeks of the return of the packaging units and make the packaging available. If this does not happen, we are entitled to charge a fee of 20% of the acquisition price per week from the 3rd week (but no more than the full acquisition price) or to invoice the value of the packaging, which becomes due immediately upon receipt.

4.08 It is the recipient's responsibility to accept shipments from the carriers only with all reservations if the packaging shows any external signs of damage or if other circumstances suggest damage, ensuring recourse claims.

5. **Export Control Law:**

5.01 The seller undertakes to refrain from the following transactions in any case:

- Transactions with persons, organizations, or institutions listed on a sanctions list under EU regulations or US export regulations;
- Transactions with UN/EU embargoed countries that are prohibited;
- Transactions for which the required authorization is not available.

The buyer is liable for all expenses and damages incurred by the seller due to a violation.

5.02 The seller's contractual obligations lapse to the extent that national or international foreign trade regulations and/or embargoes and/or other sanctions oppose them.

5.03 "No Re-export to Russia" Clause:

(a) The buyer may not sell, export, or re-export goods delivered under or in connection with this agreement that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 directly or indirectly to the Russian Federation or for use in the Russian Federation.

(b) The buyer will make every effort to ensure that the purpose of paragraph (1) is not thwarted by third parties in the further trade chain, including possible resellers.

(c) The buyer will establish and maintain an appropriate monitoring mechanism to detect behaviors of third parties in the downstream trade chain, including possible resellers, that would thwart the purpose of paragraph (1).

(d) If the buyer culpably violates one or more obligations arising from paragraphs (a), (b), and (c), this constitutes a significant breach of contract within the meaning of an important reason, entitling the seller to take appropriate and proportionate remedial measures, depending on the nature, severity, and duration of the breaches, which are listed below (non-exhaustive list):

- Refusal of performance (rejection of any new order and/or suspension of delivery for ongoing orders) or
- Withdrawal from the contract or
- Extraordinary termination for an important reason without prior notice. The seller may, in addition to the rights under (4) (a)-(c), claim a fault-dependent and reasonable contractual penalty of 1% of the order amount, but no more than 25,000 euros, in the event of the conditions mentioned under (4), with multiple violations totaling no more than 5% of the order amount, but no more than 250,000 euros, against the buyer.

The proof of higher damage and further legal claims remain unaffected; the lump sum is to be credited against further monetary claims. The buyer is allowed to prove that the [exporter/seller] has incurred no or significantly less damage than the above lump sum.

The buyer will inform the seller immediately in writing about the remedial measure taken.

(e) The buyer will immediately inform the seller of any problems in applying paragraphs (a), (b), or (c), including any relevant activities of third parties that could thwart the purpose of paragraph (a). Upon simple request of the seller, the buyer will provide the seller with the requested information on compliance with the obligations under paragraphs (a), (b), and (c) within two weeks.

6. Prices and Payment:

6.01 The prices apply "ex works" or "ex warehouse" of our previously named location (Incoterms 2020), but plus packaging, freight, and other shipping costs, as well as VAT in the invoiced currency.

6.02 In our price calculations, we assume that the positions underlying the offer remain unchanged, any necessary preliminary work has already been fully completed, and we can provide our services in one go - without hindrance. Our offers are based on the buyer's performance description without knowledge of local conditions. If the shipment is made to a destination country other than the originally agreed one, we reserve the right to subsequently apply the prices and conditions valid for the new destination country, without prejudice to all other compensation claims.

6.03 We reserve the right to change prices accordingly if cost reductions or increases occur after the conclusion of the contract, particularly due to tariff agreements, material price changes, and changes in energy prices. We will prove these to the buyer upon request.

6.04 We are entitled to demand partial payments if our performance is delayed beyond the agreed period without our fault.

6.05 Unless otherwise agreed, payments are due at the latest upon delivery or performance. Payments are always used to settle the oldest due debt items plus accrued interest. Discounts are not granted if the buyer is in arrears with the payment of earlier deliveries.

6.06 If the buyer and seller agree that the seller's payment claims are to be fulfilled by bank direct debit procedures, SEPA company direct debit procedures are to be applied unless the buyer and seller expressly agree on the application of the SEPA basic direct debit procedure. Regarding the seller's SEPA company direct debits, the pre-notification period for the paying buyer (pre-notification) is one day unless another period has been expressly agreed. The seller's invoices show the respective due date separately. In the case of electronic transmission of invoice data or electronic invoicing, this due date is also included in the transmitted invoice data.

6.07 Payments in the so-called check-bill procedure always require a special agreement. Credits for bills and checks are made less expenses with the value date of the day on which we can dispose of the equivalent value.

6.08 Our claims become due immediately, regardless of the term of any accepted and credited bills, if the payment terms are not adhered to or facts become known that suggest that our purchase price claims are endangered by the buyer's lack of performance.

6.09 If the buyer is in arrears with payment or does not redeem a bill when due, we are entitled to take back the goods, if necessary, to enter the buyer's premises and take away the goods. We can also prohibit the sale and removal of the delivered goods.

6.10 In the cases of paragraphs 6.08 and 6.09, we can revoke the collection authorization (paragraph 7.05) and demand advance payments for outstanding deliveries. However, the buyer can avert these and the legal consequences mentioned in paragraph 6.09 by providing security in the amount of our endangered payment claim.

6.11 Default interest is calculated at 9% p.a. above the base rate (§ 247 BGB). They are to be set higher or lower if we prove a higher interest burden or the buyer proves a lower burden.

6.12 A refusal or retention of payment is excluded if the buyer knew the defect or other reason for complaint. This also applies if it remained unknown to him due to gross negligence unless we fraudulently concealed the defect or other reason for complaint or assumed a guarantee for the quality of the item. Offsetting is only permissible with undisputed or legally established counterclaims. The buyer has a right of retention only if and to the extent that his counterclaims are based on the same contractual relationship and are undisputed or legally established.

6.13 Any agreed security services can be replaced by us with a guarantee from the net amount.

7. Retention of Title:

7.01 We reserve ownership of the goods until full payment of the purchase price ("reserved goods"). For goods that the buyer receives from us within an ongoing business relationship, we reserve ownership until all our claims from the business relationship, including future claims - also from simultaneously or later concluded contracts - are settled. This also applies if individual or all claims from us have been included in a current account and the balance has been drawn and acknowledged. If a bill liability is established by us in connection with the payment of the purchase price by the buyer, the retention of title does not expire before the bill is redeemed by the buyer as the drawee. In the event of the buyer's payment default, we are entitled to take back the goods after a reminder, and the buyer is obliged to surrender them.

7.02 The processing or transformation of the reserved goods by the buyer is always carried out for the seller. If the reserved goods are processed with other items not belonging to the seller, the seller acquires co-ownership of the new item in the ratio of the value of the reserved goods (invoice final amount, including VAT) to the other processed items at the time of processing. For the item created by processing, the same applies as under 7.01. If the reserved goods are inseparably mixed with other items not belonging to the seller, the seller acquires co-ownership of the new item in the ratio of the value of the reserved goods (invoice final amount, including VAT) to the other mixed items at the time of mixing. If the mixing is done in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer transfers co-ownership to the seller proportionally. The buyer keeps the resulting sole ownership or co-ownership for the seller free of charge. The buyer also assigns to the seller the claims arising from the connection of the reserved goods with a property against a third party to secure the seller's claims against him.

7.03 The buyer must inform us immediately of any third-party access, such as enforcement measures, to the reserved goods and the assigned claims by handing over the documents necessary for an intervention. Regardless of this, the buyer must inform the third parties in advance of the rights existing on the reserved goods. If the third party is not able to reimburse the seller for the costs of an intervention, the buyer bears these costs. He may only sell the reserved goods in the ordinary course of business under his normal business conditions and as long as he

is not in default, provided that the claims from the resale are transferred to us according to the following paragraphs 7.04 to 7.05 - in the amount of the invoice final amount of our claims (including VAT). He is not entitled to make other dispositions over the reserved goods. The resale also includes the installation of the goods in a building, aircraft, or ship.

7.04 The buyer's claims from the resale of the reserved goods, including any rights under the Construction Craftsmen's Security Act, are already assigned to us. We accept this assignment. They serve to the same extent as security as the reserved goods. The same applies to the claim for the granting of a security mortgage according to § 648 BGB. If the reserved goods are sold by the buyer together with other goods not supplied by us, the claim from the resale is assigned in the ratio of the invoice value of our goods to the other sold goods. In the case of the sale of goods in which we have co-ownership shares according to paragraph 7.02, a part corresponding to our ownership share is assigned to us.

7.05 The buyer is entitled to collect claims from the resale unless we revoke the collection authorization in the cases mentioned in paragraph 6.10. At our request, he is obliged to inform his customers immediately of the assignment to us - unless we do this ourselves - and to provide us with the information and documents required for collection, which may include the names and addresses of debtors and construction sites. The buyer is not entitled to further assign the claim. An assignment by way of genuine factoring is only permitted to the buyer under the condition that this is notified by disclosing the factoring bank and the accounts maintained there by the buyer and that the factoring proceeds exceed the value of our secured claim. With the crediting of the factoring proceeds, our claim becomes due immediately.

7.06 If the seller is entitled to demand the return of the reserved goods, the buyer bears the costs of the return. The buyer authorizes the seller to realize the returned reserved goods as best as possible and to credit the proceeds less reasonable realization costs to the buyer's liabilities.

7.07 If the realizable value of the security exceeds the seller's claims against the buyer by more than 10%, the seller is obliged to release securities to the corresponding extent at the buyer's request. The seller reserves the right to choose the securities to be released.

7.08 If a retention of title cannot be agreed upon with the same effect as under German law for deliveries abroad, but the reservation of other rights to the delivery item is permitted, the seller shall be entitled to these rights. The buyer must cooperate in every respect.

8. Complaints, Warranty, and Liability

8.01 Due to the special properties of our goods, especially glass, and the risk of damage, the buyer is obliged to inspect them immediately. All obvious and/or recognized defects must be reported in writing no later than one week after delivery, in any case before processing or installation. Further obligations of the merchant according to § 377 HGB remain unaffected. If the buyer fails to examine the properties relevant for the intended use before installation or attachment of the goods at least on a sample basis (e.g., through functional tests or a trial installation), they significantly violate the usual care in commercial transactions (gross negligence). The quality of the goods to be delivered, including their suitability for a specific purpose, is determined exclusively by the corresponding agreements of the parties. Deviations in dimensions, contents, thicknesses, weights, and color shades within the usual commercial tolerance due to manufacturing do not constitute a defect - provided there is no quality guarantee within the meaning of § 443 BGB. The same applies to industry-standard dimensional tolerances for cutting. The valid tolerances are specified in the "Handbook Tolerances" (available at <https://www.saint->

gobain-glass.de/de/documents/datenblatter/csp-broschre-handbuch-toleranzen-2021.pdf or deposited at <https://www.saint-gobain-glass.de/de/downloadbereich>).

8.02 If the buyer discovers defects in the goods, they must not dispose of them, i.e., they must not be divided, resold, or further processed until an agreement on the handling of the complaint has been reached, or a procedure for securing evidence has been carried out by an expert appointed by the Chamber of Industry and Commerce at the buyer's location.

8.03 The buyer is also obliged to give us the opportunity to determine the reported defect on-site or, at our request, to provide the objected item or a sample of it; in the event of culpable refusal, the warranty shall lapse.

8.04 We do not assume any warranty for damages resulting from unsuitable or improper use, incorrect, not carried out by us, assembly, commissioning, alteration, or repair, incorrect or negligent handling, or natural wear and tear.

8.05 In the event of subsequent performance, we reserve the right to choose between remedying the defect and delivering a defect-free item. This does not apply in the case of supplier recourse according to §§ 445a, 445b BGB, where the last contract in the chain is a consumer goods purchase.

8.06 The necessity of expenses for removing defective and installing defect-free items must be demonstrated and proven by the buyer. For this purpose, the actually incurred costs of the reasonably undertaken measure must be proven in a comprehensible invoice. § 439 paragraph 3 BGB remains unaffected.

8.07 If the costs of subsequent performance are disproportionate under the individual circumstances, the seller may refuse to reimburse these expenses. The costs are particularly disproportionate if the costs of subsequent performance, in comparison with the value of the goods in a defect-free condition or in comparison with the significance of the defect, are in an unreasonable proportion to each other. This is regularly the case if the total necessary costs of subsequent performance exceed 150% of the invoiced value of the goods or 200% of the defect-related reduction in value of the goods.

8.08 The buyer must inform us immediately of any warranty case occurring with a consumer.

8.09 The warranty period is one year. This does not apply if the law prescribes longer periods according to § 438 paragraph 1 No. 2 BGB (buildings and items for buildings), § 445b BGB (recourse claim), § 634a paragraph 1 No. 2 BGB (construction defects), and in the case of fraudulent concealment.

8.10 Claims for damages due to a defect that is not already deemed approved according to 8.01 are governed by section 9 (General Limitation of Liability).

9. General Limitation of Liability

9.01 Unless otherwise stipulated in these General Terms and Conditions for Deliveries and Services, including the following provisions, the seller shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

9.02 The seller shall be liable for damages – regardless of the legal basis – within the framework of fault-based liability in cases of intent and gross negligence. In the case of simple negligence, the seller shall only be liable, subject to a milder liability standard according to statutory provisions (e.g., for care in one's own affairs),

a) for damages resulting from injury to life, body, or health,

b) for damages resulting from the not insignificant breach of a material contractual obligation (obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, the seller's liability is limited to the compensation of the foreseeable, typically occurring damage.

9.03 The liability limitations resulting from 9.02 also apply in the event of breaches of duty by or in favor of persons whose fault the seller is responsible for according to statutory provisions. They do not apply if the seller has fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the buyer under the Product Liability Act.

9.04 Due to a breach of duty that does not consist of a defect, the buyer can only withdraw or terminate if the seller is responsible for the breach of duty. A free right of termination of the buyer (in particular according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

10. Seller's Documents

10.01 The seller reserves ownership, copyright, and any industrial property rights to illustrations, drawings, samples, and other documents ("documents"). This also applies to documents that are not expressly marked as "confidential." Before passing on documents to third parties, the buyer requires the seller's express written consent.

11. Data Protection

11.01 The buyer is hereby informed that we process the personal data obtained in the course of the business relationship in accordance with the provisions of the General Data Protection Regulation (GDPR).

12. Place of Performance, Jurisdiction, Applicable Law

12.01 The place of performance is the seller's place of business. The place of jurisdiction is the seller's place of business, but the seller reserves the right to sue the buyer at their general place of jurisdiction.

12.02 The law of the Federal Republic of Germany applies, excluding the UN Sales Convention (CISG).

13. Contract Supplement

13.01 If any of the above provisions are invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by another provision that comes closest to its meaning in legal and economic terms.

14. Ethics and Compliance Clause

14.01 In fulfilling the contract, the buyer undertakes to comply with all applicable laws and regulations concerning them, particularly those relating to:

(a) Employee rights (including health and safety at work and the prohibition of forced and child labor),

(b) Environmental law,

(c) Financial integrity (including the prohibition of any form of corruption and the fight against money laundering),

(d) Competition and antitrust law.

14.02 The seller reserves the right to reject any new order and/or suspend delivery for ongoing orders, i.e., refuse performance or withdraw from the contract if a new law or regulation makes the fulfillment of their contractual obligation illegal or impossible or subjects them to sanctions, without the seller assuming any liability for this.

The seller will inform the buyer immediately in writing of their exercised right.

In the case of continuing obligations, the right to terminate without notice for good cause, regulated under 14.05 of these General Terms and Conditions, replaces the right of withdrawal.

14.03 The buyer will comply with the obligations mentioned under 14.01 and ensure that the employees, temporary workers, or other third parties involved in the order also strictly adhere to them.

Otherwise, the seller reserves the right to terminate without notice for good cause according to 14.05 of these General Terms and Conditions, without the seller assuming any liability for this.

14.04 The buyer also undertakes to take all reasonable measures and procedures to comply with the aforementioned obligations and to inform the seller of these upon request.

Otherwise, the seller reserves the right to terminate without notice for good cause according to 14.05 of these General Terms and Conditions, without the seller assuming any liability for this.

14.05 The seller may suspend the contract or an order and/or terminate it without notice for good cause after written notification to the buyer. Good cause in this sense exists, in particular, if one or more of the obligations listed under 14.01, 14.02, 14.03, and 14.04 of these General Terms and Conditions have been culpably violated by the buyer.

The termination declaration should contain the essential reasons that led to the assumption of the existence of good cause.

The seller may claim damages according to applicable law if the buyer culpably violates the aforementioned obligations. The seller is not liable for damages incurred by the buyer due to the suspension or termination of the contract or an order. The buyer undertakes to bear their own costs arising from the suspension or termination and to mitigate the consequences of the resulting damages.

14.06 The buyer confirms that they have been informed about the seller's professional warning system, which is accessible at the following address: [53](<https://www.bkms-system.com/saint-gobain>).

Status: December 2024

The German version of these General Terms and Conditions is the only valid version. The foreign language version is intended solely for better understanding. If there are differences between the English language version of these General Terms and Conditions and the German version of these General Terms and Conditions, the German version alone is authoritative.