

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

1. Scope:

1.01 These Terms and Conditions shall apply to all contracts, deliveries and other services, including consulting services, in business transactions with non-consumers within the meaning of Section 310 (1) of the German Civil Code (BGB). The version current at the time of conclusion of the contract shall apply in each case. Any terms and conditions of purchase of the Buyer are hereby rejected.

2. Offers and conclusion:

2.01 The offers contained in our catalogues and sales documents, as well as - unless expressly designated as binding - on the Internet are always subject to change, i.e. only to be understood as an invitation to submit an offer.

Orders shall only become binding for us if they are confirmed by us in writing. In the event of immediate execution of the order, the delivery bill or the invoice shall also be deemed to be an order confirmation.

2.02 Insofar as our sales employees or commercial agents make verbal subsidiary agreements or give assurances that go beyond the written contract, these shall always require written confirmation.

2.03 The above provisions shall not apply to oral declarations made by the management or by persons who have been authorized by us without limitation.

2.04 For our commercial customers, the following shall also apply:

Additional conditions, also of a technical nature, result from supplementary delivery conditions, price lists, in particular also concerning dimensions and their calculation, glass thicknesses, price determination, box or package contents, packaging, freight costs,

Deposit money, etc. Insofar as nothing is contained therein and no special agreements have been made, the customary commercial practices shall apply.

2.05 If, after conclusion of the contract, we become aware of facts, in particular default of

payment with regard to earlier deliveries, which, according to due commercial discretion, indicate that the purchase price claim is at risk due to the Buyer's lack of ability to pay, we shall be entitled, after setting a reasonable deadline, to demand advance payment or corresponding securities from the Buyer at the latter's discretion and, in the event of refusal, to withdraw from the contract, whereby the invoices for partial deliveries already made shall become due immediately.

2.06 Requests of the buyer for subsequent changes or cancellation of the order can only be taken into account on the basis of a special agreement and only as long as the production, cutting or processing has not yet begun.

3. Delivery periods, delay and right of withdrawal of the seller

3.01 The contractually agreed delivery period shall apply. The start of the period shall also be subject to clarification of all technical and other details of the order, the provision of any necessary documents and any agreed advance payment. It shall be extended by the period in which the purchaser 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 may invoice partial payments to a reasonable extent.

3.03 An execution or delivery period shall be extended - also within a delay - accordingly in the event of force majeure and all unforeseen hindrances occurring after conclusion of the contract for which we are not responsible (in particular also operational disruptions, strikes, lockouts or disruption of traffic routes), insofar as such hindrances demonstrably have a considerable influence on the intended execution or delivery. This shall also apply if these circumstances occur at our suppliers, sub-suppliers or sub-contractors. We shall inform the Buyer of the beginning and end of such obstacles as soon as possible. The Buyer may request us to declare whether we will withdraw from the respective contract or deliver within a reasonable period of time. If we do not declare this immediately, the purchaser may withdraw from the contract. Claims for damages are excluded in these cases.

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

3.05 In the event of a delay in delivery, the Buyer shall be obliged to declare, at our request and within a reasonable period of time, whether it still insists on delivery or withdraws from the contract due to the delay and/or claims damages instead of performance.

3.06 The Buyer shall require our consent to assign its claims arising 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 carried out item by item, but exclusively according to transport and production-related as well as environmental aspects. The packaging length shall always be determined by the greater dimension of the unit.

4.02 Our deliveries shall be made "ex warehouse" or "ex works" of our respective previously named location (Incoterms 2020). The risk shall pass to the Buyer when the goods are handed over to the carrier - irrespective of whether the carrier is commissioned by the Buyer, the manufacturer or by us. This also applies to partial and prepaid deliveries. In the case of delivery by our vehicles, the risk shall pass to the Buyer as soon as the goods are made available at the place specified by him.

4.03 If shipment is delayed at the request of or through the fault of the buyer, the goods shall be stored at the expense and risk of the buyer. In this case, notification of readiness for shipment shall be deemed equivalent to shipment. Upon storage, the invoice for the goods shall become due immediately.

4.04 If the transport is carried out by own vehicle or by third-party vehicles, the handover of the goods shall be deemed to have taken place at the latest as soon as they are available to the recipient in front of the delivery point on a paved roadway and on the wagon. If, in the opinion of the deliverer, the access road is not passable, the handover shall take place where a proper approach and departure of the vehicle is guaranteed.

4.05 Unloading for our commercial customers is the sole responsibility of the buyer, who must provide suitable unloading equipment and the necessary labor. Waiting times shall be charged accordingly for long-distance freight transport in accordance with KVO and for local freight transport in accordance with GNT.

4.06 If, in deviation from the contractual agreements, the Buyer requires assistance with unloading (including unloading equipment), further transport or installation, this effort shall be charged additionally. However, assistance with this work does not imply any assumption of additional liability or risk.

4.07 Reusable packaging/glass transport racks shall only be made available to the

buyer on loan. The Buyer shall notify us in writing of the return of the packaging units within 2 weeks and provide the packaging. If this is not done, we shall be entitled to demand 20% of the purchase price (but not more than the full purchase price) for each week from the 3rd week onwards as a charge or to invoice the value of the packaging, which shall be due for payment immediately after receipt.

4.08 It is the responsibility of the consignee to accept consignments from the carriers only with all reservations if the packaging shows any external signs of damage or other circumstances indicate that damage may have occurred, in which case the right of recourse must be ensured.

5. Export Control Law

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

- Transactions with persons, entities or bodies on a sanctions list under EC regulations or US export regulations;
- Business with UN/EU embargoed countries prohibited;
- Transactions for which a required permit has not been obtained.

The Buyer shall be liable for all expenses and damages incurred by the Seller as a result of any infringement.

5.02 The contractual obligations of the Seller shall not apply insofar as they conflict with national or international regulations of foreign trade law and/or embargoes and/or other sanctions.

6. Prices and Payment

6.01 The prices shall apply "ex works" or "ex warehouse" of our respective previously named location (Incoterms 2020), however, 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 items on which the quotation is based remain unchanged, that any necessary preparatory work has already been carried out in full and that we can perform our services in one go - without hindrance. Our offers are based on the purchaser's description of services, without knowledge of the local conditions.

If the shipment is made to a country other than the originally agreed country of destination, we reserve the right to subsequently apply the prices and conditions valid for the new country of destination, without prejudice to any other claims for compensation.

6.03

We reserve the right to subsequently change the prices accordingly if cost reductions or increases occur after conclusion of the contract, in particular due to collective wage agreements, changes in material prices as well as changes in energy prices.

We will prove these to the purchaser on request.

6.04 We shall be entitled to demand partial payments if our performance is delayed beyond the agreed period through no fault of our own.

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

6.06 If the Buyer and the Seller agree that the Seller's payment claims are to be fulfilled by means of bank direct debits, SEPA business-to-business direct debits shall be used unless the Buyer and the Seller expressly agree to use the SEPA core direct debit scheme. With regard to SEPA business-to-business direct debits of the Seller, the period for pre-notification of the Buyer liable for payment shall be one day, unless another period has been expressly agreed. The Seller's invoices shall show the respective due date separately. In the event of electronic transmission of invoice data or electronic invoicing, this due date information shall also be included in the transmitted invoice data.

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

6.08 Our claims shall become due immediately, irrespective of the term of any bills of exchange received and credited, if the terms of payment are not complied with or if facts become known which indicate that our purchase price claims are jeopardized by the Buyer's inability to pay.

6.09 If the Buyer is in default of payment or does not honor a bill of exchange when due, we shall be entitled to take back the goods, if necessary to enter the Buyer's premises and to remove the goods. We may also prohibit the sale and removal of the delivered goods.

6.10 In the cases of clauses 6.08 and 6.09, we may revoke the direct debit authorization (clause 7.05) and demand advance payments for outstanding deliveries. However, the Buyer may avert these legal consequences as well as those mentioned in clause

- 6.09 by providing security in the amount of our endangered claim for payment.
- 6.11 Interest on arrears shall be charged at 9 % p. a. above the prime rate (§ 247 BGB). They shall be set higher or lower if we prove a charge with a higher interest rate or the Buyer proves a lower charge.
- 6.12 Refusal or retention of payment shall be excluded if the Buyer was aware of the defect or other reason for complaint. This shall also apply if it remained unknown to him as a result of gross negligence, unless we have fraudulently concealed the defect or other reason for complaint or have assumed a guarantee for the quality of the item.
- Offsetting is only permitted with undisputed or legally established counterclaims. The Buyer shall only have a right of retention if and to the extent that its counterclaims are based on the same contractual relationship and are undisputed or have been finally determined by a court of law.
- 6.13 Any agreed security deposits may be redeemed by us by way of guarantee from the net amount.

7. Retention of Title

- 7.01 We retain title to the goods until the purchase price has been paid in full ("Reserved Goods"). In the case of goods which the Buyer purchases from us within the framework of an ongoing business relationship, we shall retain title until all our claims arising from the business relationship, including future claims - also from contracts concluded at the same time or later - have been settled. This shall also apply if individual or all claims have been included by us in a current invoice and the balance has been struck and acknowledged.
- If, in connection with the payment of the purchase price by the purchaser, a liability on the basis of a bill of exchange is established by us, the reservation of title shall not expire before the bill of exchange has been honored by the purchaser as drawee.
- In the event of default of payment by the purchaser, we shall be entitled to take back the goods after issuing a reminder and the purchaser shall be obliged to surrender the goods.
- 7.02 The processing or transformation of the reserved goods by the Buyer shall always be carried out for the Seller. If the reserved goods are processed with other items not belonging to the seller, the seller shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount, including VAT) to the

other processed items at the time of processing. For the rest, the same shall apply to the item created by processing as under 7.01.

If the goods subject to retention of title are inseparably mixed with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Buyer's item is to be regarded as the main item, it shall be deemed to be agreed that the Buyer transfers co-ownership to the Seller on a pro rata basis. The Buyer shall hold the sole ownership or co-ownership thus created in safe custody for the Seller free of charge.

The Buyer shall also assign to the Seller the claims to secure the Seller's claims against him which accrue to him against a third party as a result of the connection of the reserved goods with a plot of land.

7.03 The purchaser shall inform us without delay of any seizure by third parties of the goods subject to retention of title and the assigned claims, for example by means of compulsory enforcement measures, handing over the documents necessary for an intervention. Irrespective of this, the purchaser must inform the third parties in advance of the rights existing in the reserved goods. If the third party is not in a position to reimburse the costs of an intervention by the seller, the buyer shall bear these costs. He may only sell the reserved goods in the ordinary course of business under his normal terms and conditions and as long as he is not in default, provided that the claims arising from the resale are transferred to us in accordance with the following No. **7.04 to 7.05** - in the amount of the final invoice amount of the claims from us (including value added tax). He shall not be entitled to dispose of the reserved goods in any other way.

The installation of the goods in a building, aircraft or ship shall also be deemed to be a resale.

7.04 The Buyer's claims arising from the resale of the goods subject to retention of title, including any rights under the Construction Workers' Compensation Act, are hereby assigned to us. We accept this assignment. They shall serve as security to the same extent as the reserved goods. The same shall also apply to the claim for the granting of a security mortgage in accordance with § 648 BGB. If the goods subject to retention of title are sold by the buyer together with other goods not supplied by us, the claim arising from the resale shall be assigned to us in the ratio of the invoice value of our goods to the other goods sold. In the event of the sale of goods in which we have co-ownership shares pursuant to No. **7.02**, a part corresponding to

our ownership share shall be assigned to us.

7.05 The Buyer shall be entitled to collect claims arising from the resale unless we revoke the authorization to collect in the cases specified in Section **6.10**. The Buyer shall be obliged to inform his customers immediately of the assignment to us upon our request - unless we do so 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 shall not be entitled to further assignment of the claim under any circumstances.

An assignment by way of genuine factoring shall only be permitted to the Buyer on condition that this is notified to the factoring bank and the Buyer's accounts held there 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 return of the reserved goods, the Buyer shall bear the costs of taking them back. The Buyer shall authorize the Seller to realize the repossessed goods subject to retention of title at the best possible price and to set off the proceeds, less reasonable costs of realization, against 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 shall be obliged to release securities to the corresponding extent upon the Buyer's request. The Seller reserves the right to select the securities to be released.

7.08 If, in the case of deliveries abroad, a reservation of title cannot be agreed with the same effect as under German law, but the reservation of other rights to the delivery item is permitted, the Seller shall be entitled to these rights. The Buyer shall cooperate in this in every respect.

8. Notice of Defects, 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 text form within one week after delivery at the latest, and in any case before processing or installation. Further obligations of the merchant according to § 377 HGB remain unaffected. If the purchaser fails to examine, at least on a random basis, the properties relevant to the intended use of the goods before they are installed or fitted (e.g. by means of functional tests or a trial installation), he shall be in considerable breach of the care customary in commercial transactions (gross negligence). The quality of the goods to be delivered, including

their usability for a specific purpose, shall exclusively result from the corresponding agreements of the parties. Deviations in dimensions, contents, thickness, weights and color shades within the scope of customary tolerances due to production shall not constitute a defect - unless there is a guarantee of quality within the meaning of § 443 BGB. The same shall apply to dimensional tolerances customary in the industry when cutting to size. The valid tolerances can be found in the "Manual of Tolerances" (available at: www.glassolutions.de/tolerance-handbook.pdf). Samples and specimens provided by us to the purchaser serve only for the approximate description of the goods. Illustrations in catalogs and brochures from us are not binding for the design. We reserve the right to make technical and design changes to the goods, provided they are customary in the trade, do not unreasonably affect the purchaser and do not impair the usability for the agreed purpose.

- 8.02 If the Buyer discovers defects in the goods, he may not dispose of them, i.e. they may not be divided, resold or further processed, until an agreement has been reached on the settlement of the complaint or a procedure for the preservation of evidence has been carried out by an expert appointed by the Chamber of Industry and Commerce at the Buyer's registered office.
- 8.03 Furthermore, the Buyer shall be obliged to give us the opportunity to determine the defect complained of on site or to make the item complained of or the sample thereof available at our request; in the event of culpable refusal, the warranty shall lapse.
- 8.04 We do not assume any warranty for damage resulting from unsuitable or improper use, faulty assembly, commissioning, modification or repair not carried out by us, faulty or negligent handling or natural wear and tear.
- 8.05 In the event of subsequent performance, we reserve the right to choose between rectification of the defect and delivery of a defect-free item. This does not apply to the case of delivery 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 the removal of defective goods and the installation of non-defective goods shall be presented and proven by the Buyer. For this purpose, the actual costs incurred for the reasonably undertaken measure shall be proven in a comprehensible statement of account. § 439 (3) BGB shall remain unaffected.
- 8.07 Insofar as the costs of subsequent performance are disproportionate according to the circumstances of the individual case, the seller may refuse to reimburse these expenses. The costs shall be disproportionate in particular if the costs of subsequent performance are disproportionate in particular if the costs of subsequent performance are disproportionate in comparison with the value of the goods in a

defect-free condition or in comparison with the significance of the defect. This is regularly the case if the total costs of the supplementary performance exceed 150% of the invoiced value of the goods or 200% of the reduced value of the goods due to the defect.

- 8.08 The buyer shall inform us immediately of any warranty case occurring with a consumer.
- 8.09 The warranty period is one year. This shall not apply insofar as prescribed by the law in accordance to § 438 (1) no. 2 BGB (buildings and things for buildings), § 445b BGB (right of recourse) and § 634a (1) No. 2 BGB (construction defects) as well as in the case of fraudulent concealment.
- 8.10 Claims for damages due to a defect which is not already deemed approved in accordance with 8.01 shall be governed by Section 9 (General Limitation of Liability).

The Buyer's right of recourse pursuant to § 445a and § 445b BGB (Seller's right of recourse) shall only exist to the extent that the Buyer has not entered into any agreements with its customer exceeding the statutory claims for defects. However, the Buyer's right of recourse pursuant to §§ 445a, 445b BGB shall only exist up to a maximum amount of 150% of the invoiced value of the goods; this shall not apply in the case of recourse where the last contract in the supply chain is a consumer goods purchase. The limitation period for recourse claims of the Buyer pursuant to §§ 445a, 445b BGB is one year from the statutory commencement of the limitation period, unless the last contract in the supply chain is a consumer goods purchase. In this case, the statutory limitation period shall apply.

9. General Limitation of Liability

- 9.01 Unless otherwise provided in these General Terms and Conditions for Deliveries and Services, including the following provisions, the Seller shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 9.02 The Seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, the Seller shall be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in its own affairs) only
- 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, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the liability of the Seller shall be limited to the compensation of the foreseeable, typically occurring damage.

9.03 The limitations of liability resulting from 9.02 shall also apply to breaches of duty by or in favor of persons for whose fault the seller is responsible according to statutory provisions. They shall not apply if the seller has fraudulently concealed a defect or has 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 which does not consist of a defect, the Buyer may only withdraw from or terminate the contract 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. In all other respects, the statutory requirements and legal consequences shall apply.

10. Documents of the Seller

10.01 The Seller reserves the property rights, copyrights and any industrial property rights to illustrations, drawings, samples and other documents ("**Documents**"). This shall also apply to Documents which are not expressly designated as "confidential". The Buyer must obtain the Seller's express written consent before passing on any Documents to third parties.

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, Place of Jurisdiction, applicable Law

12.0 1 Place of performance is the registered office of the seller. The place of jurisdiction is the seller's place of business, but the seller reserves the right to sue the buyer at his general place of jurisdiction.

12.02 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Contract Amendment

13.01 If one of the above provisions is invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by another provision which comes as close as possible to its meaning in legal and economic terms.

Status: January 2023