

GENERAL CONDITIONS OF PURCHASE OF SAINT-GOBAIN GLASS FRANCE

These general conditions of purchase (GCP) replace the previous such conditions and apply to all orders placed or agreements signed by Saint-Gobain Glass France (the Purchaser) from 1 July 2018

1. GENERAL ASPECTS

The GCP are applicable to orders placed by the Purchaser. They form an integral part of and govern the contractual relations between the parties subject to the special conditions agreed by them.

2. PLACING THE ORDER

The order is only binding on the Purchaser if it is signed by a representative of the Purchaser duly authorised to issue orders. Orders placed verbally or by telephone are only valid if confirmed in writing. The Supplier shall acknowledge receipt by returning by post a duplicate of the order, duly dated, signed and stamped, within five days, with any modifications if the order is not accepted.

When the Supplier accepts an order or begins to fulfil said order it shall be deemed to have accepted said order and the GCP and the clauses and special conditions contained in the purchase order or the contract referring to the GCP. If the Supplier accepts the order with reservations, it shall inform the Purchaser within five (5) days from receipt of the order in a separate written document. In this case, the Purchaser shall no longer be bound by said order unless it confirms its acceptance of said modifications in writing.

3. CONDITIONS OF FULFILMENT OF THE ORDERS

The Supplier undertakes only to accept an order if it fulfils the obligations specified in articles L. 8221-3 and L. 8221-5 of the French Labour Code and to supply to the Purchaser, with acknowledgement of receipt of the order, the documents certifying that said obligations have been fulfilled.

The Supplier undertakes to provide the services ordered in accordance with these provisions, professional best practices and the applicable laws and regulations in particular in terms of the environment, health and safety, and working conditions.

The Supplier shall allocate to the correct provision of its services the resources and materials necessary. It shall also provide the required staff who report to it, and warranties that they have the necessary skills.

4. MODIFYING ORDERS

The Purchaser shall notify the Supplier of any request to modify the order. As quickly as possible following receipt of the request notification, the Supplier undertakes to inform the Purchaser in writing of the consequences of implementing this modification, in particular in terms of financial cost and delivery periods.

If no agreement is reached between the parties as to the consequences of this modification to the order, the Purchaser may either ask the Supplier to fulfil the order under the initial conditions, or terminate said order by registered post with acknowledgement of receipt. The Purchaser may not be held liable in any way or any compensation be due as a result of this termination.

5. DELIVERY

5.1 Deadlines

The delivery location and deadlines for the products and/or services specified in the order are binding and cannot be modified without the prior written agreement of the Purchaser. The Purchaser reserves the right to refuse any early delivery.

Any delay in delivering the products and/or providing the services will by operation of law and without prior notice give rise to the application of a late penalty, not exempting it from liability, equal to 0.5% of the value of the order exclusive of taxes per calendar day of delay, up to the limit of 10% of the amount of the order exclusive of taxes, without prejudice to any other right or legal recourse available and without prejudice to the application of the provisions of article 17 - TERMINATION hereinafter.

5.2 Documents

All deliveries shall be accompanied by a delivery slip including in particular the purchase order number, the total quantity delivered, the number of packages delivered specifying the number and type of items per package, and all documentation connected to the products such as in particular: safety forms, technical memorandums and plans, precautions for use and notices of use, and all certificates required by the legal, regulatory and contractual provisions, such as the certificate of compliance, among others.

5.3 Packaging

The products shall be delivered marked and labelled with their packaging, in accordance with the applicable law and regulations.

The product packaging must be designed so as to ensure the conservation and optimal safety of the products, persons and goods, in view in particular of their nature and the normal conditions for transportation and handling.

5.4 Delivery times

The Supplier shall inform itself about the delivery times for the site in question for each order.

6. COMPLIANCE, INSPECTIONS AND ACCEPTANCE

6.1 Compliance

The products and services must comply with the contractual specifications and use for which the Purchaser intends them. They must also meet the customary quality criteria and standards and the legislation in force in the delivery country and in European Union countries, in particular in terms of safety, the environment and employment law. In the event of any conflict between the various applicable provisions, the most restrictive provision shall apply.

The Purchaser is certified, or in the process of certification, ISO 9001, ISO 14001 and OHSAS 18001. Suppliers are encouraged to implement an environment and safety quality management system based on these three standards or equivalent. They agree in advance to be audited and assessed by the Purchaser.

6.2 Inspections

The Supplier shall implement a quality assurance plan including in particular ongoing self-inspection of the design and execution of all of its products and services in order to warranty the compliance thereof.

Measures shall be implemented to ensure that all products and services supplied to the Purchaser are completely traceable.

The Supplier undertakes to flag in writing any non-compliance observed during production, on inspection or trial, or after delivery.

The Supplier must give notification of the modifications made to the product, the procedures, its suppliers and the installations, and obtain the approval of the Purchaser. The Supplier shall implement measures to prevent, detect and eliminate foreign bodies if necessary.

6.3 Plans

The Supplier may not rely on the Purchaser having validated the documents to discharge its liability in the event of an error, omission or non-performance not in accordance with the order or professional best practices.

6.4 Acceptance

For service provision, definitive acceptance is subject to the Purchaser drawing up an acceptance report without reservations.

Any non-compliant product or service may give rise to unconditional refusal by the Purchaser.

The Purchaser reserves the right to notify the Supplier at any time by any means in use (e.g. fax, email) of any poor performance or non-performance by the Supplier of its obligations, or losses, breakdowns or non-compliances of the products observed when unpacking or in later inspections, even if the corresponding invoices have been paid in full or in part.

The Purchaser can choose whether to request the replacement or repair of the products at the Supplier's expense, or termination of the order, without prejudice to any claim for damages.

The Supplier shall remove refused products at its own expense within eight (8) calendar days from the notification of refusal; after this period has ended, the Purchaser may arrange for the products to be removed by any means at its own convenience at the expense and risk of the Supplier.

If the Purchaser wishes, it may be assisted by an accredited organisation, to ensure the installation complies with the standards and regulations in force. The corresponding costs shall be borne by the Purchaser.

Any modification required by the control body shall be carried out by the Supplier at its own expense, including the fees of this body if the Purchaser wishes to carry out further inspections after the work required by the accredited organisation.

7. TRANSFER OF TITLE AND RISKS:

Unless stipulated to the contrary, transfer of title shall take place on delivery, after verification by the Purchaser.

No title reserve clause stipulated by the Supplier may be invoked or enforced against the Purchaser unless expressly accepted in writing.

The transfer of risks shall take place on acceptance of the supply without reservations in the location designated in the order, subject to the provisions laid down in the order.

8. SUBCONTRACTING

The Supplier undertakes not to subcontract fulfilment of the orders in whole or in part to a third party, except with the prior written agreement of the Purchaser. The subcontractors

approved by the Purchaser are in all circumstances under the authority and liability of the Supplier. The Supplier remains liable vis-à-vis the Purchaser for the correct fulfilment of the part of the order subcontracted.

9. PRICE

Unless there is written agreement to the contrary by the parties, the price shall be understood to be exclusive of taxes, firm and definitive, and in incoterms DAP in the place of delivery (Incoterms 2010).

The price stated in the order is deemed to include all expenses connected to the performance of the work, including all unexpected events and general costs, taxes, duties and profits.

It is deemed to take into consideration all performance constraints, the simultaneous building of other structures, or carrying out of works or services, the presence of other companies, the operation of installations or structures, and all other causes.

The Supplier represents that it has obtained all information and elements necessary for supplying the products or providing the services, and the knowledge of the works to be carried out, and any general or local condition having an influence on the cost of carrying out the works.

The Supplier may not therefore or for any reason whatsoever request that the price be revised.

The Parties agree that article 1195 of the French Civil Code shall not be applicable.

10. PAYMENT CONDITIONS

Payment shall be made by bank transfer in accordance with the payment conditions stated in the order.

All invoices shall make reference to the order number.

Payment shall be made as stipulated in the purchase order or sixty (60) days from the invoice issue date, unless a legal provision provides for a shorter deadline. If payment is delayed, the Supplier will apply late payment penalties, which cannot in any case be higher than (i) three times the statutory interest rate in force in France, or (ii) the minimum rate authorised in the Purchaser's country, unless an agreement to the contrary is reached by the parties in the order or in the contract making reference to the GCP. Moreover if the order is subject to French law, a fixed rate recovery allowance of 40 euros will be applied.

11. WARRANTY

Under the statutory warranty, the Supplier warrants the Purchaser against any hidden defect that may affect the products or services delivered, making them unsuitable for their use and purpose.

Under the contractual warranty and without prejudice to the application of the applicable statutory warranties and the provisions of article 17 - TERMINATION hereinafter, the Supplier warrants the products and services against any design, manufacturing or material faults and against any operating defects in the products and services delivered, for a period of twenty-four (24) months from the date of delivery.

Consequently, the Supplier undertakes in particular to provide throughout the period and at its own expense the labour, maintenance and repairs or replacements of the products or defective parts when necessary. The warranty period will restart for the same term for the repaired or replaced parts after a claim is made on it.

12. INTELLECTUAL PROPERTY

12.1 Definitions

The Parties shall understand "**Own Knowledge**" as the documents, knowledge, data, plans, methods, procedures, designs, software, models and specifications, whether patented or not, or protected or not, including know-how and, in general, all information whatever the nature or medium, for which a Party is holder, author or licence holder before an Order comes into force or subsequently without access to the Own Knowledge of the other Party.

"**Results**" shall be understood as: Any element covered by the Order, of any kind whatsoever, whatever the medium and form, including procedures, data, software, moulds, tools, equipment, files, plans, technical memorandums, designs, models, prototypes, trial sets, or any other element covered by the Order which may or may not be subject to intellectual property rights, generated or developed for the Purchaser on the basis of the plans, sketches, specifications and/or other information of the Purchaser within the scope of fulfilment of the Order. The Results form part of the Supply.

12.2 The Supplier warrants that it holds, directly or through conventions lawfully signed with third parties, all intellectual property rights, know-how and procedures concerning the manufacture and use of the products and/or the correct performance of the works and other

services ordered by the Purchaser. Consequently, the Supplier warrants the Purchaser against any recourse and actions that may be brought by a third party on such grounds.

If a third party alleges that the products and/or services delivered by the Supplier pursuant to the order constitute infringement of its intellectual property rights, the Purchaser shall inform the Supplier thereof as quickly as possible and it shall choose whether to partner with the Supplier to defend itself against this allegation or ask the Supplier to provide its defence. In both circumstances it is expressly agreed that the Supplier shall be responsible for this defence and be liable for all damages and the costs and expenses the Purchaser is ordered to pay on the basis of such an allegation. The Supplier shall also bear all the financial consequences resulting from the product and/or service in question being unavailable or restrictions to which the product and/or service is subject.

If such an allegation is made or appears to be probable, the Supplier shall, as quickly as possible, either negotiate and settle with the third party in question in order that the Purchaser can continue to use the product and/or service in question, or modify or replace it with a product or service which is at least functionally equivalent, without the Purchaser being liable for any cost.

If none of the measures stated hereinabove can reasonably be implemented, the Supplier shall then credit the Purchaser with an amount equal to the price paid for the product and/or service in question, without prejudice to any damages claimed by the Purchaser against the Supplier.

12.3 The Supplier assigns to the Purchaser exclusively the entirety of the Results and the pecuniary rights connected thereto as they are created. Consequently the Purchaser may, as owner, freely and for all countries, exploit, license or assign the Results as widely as possible, on all media for a range of purposes.

If the Results consist of software, the Supplier undertakes to make available to the Purchaser the source code for this software developed within the scope of the Order.

The supply of any creation such as in particular all plans, studies, designs and technical documents submitted by the supplier to the Purchaser entails assignment to the Purchaser of all the intellectual property rights connected thereto. The Purchaser accepts the price it pays to the Supplier as full fixed and total consideration for the rights assigned.

12.4 If the Supplier's Own Knowledge is necessary for the use and/or exploitation of the Results, the Supplier shall grant to the Purchaser, for the statutory term of the intellectual property rights and for all countries in the world, a right of use

and/or exploitation of this Own Knowledge without consideration, on a non-exclusive, irrevocable and transferable basis, with the right to sublicense. The Purchaser undertakes not to use said knowledge for purposes other than use and/or exploitation of the Results.

12.5 The obligations defined in this article shall remain in force after expiry or termination of the Order for any reason whatsoever.

13. LIABILITY - INSURANCE

The Supplier maintains authority and control over all of its agents, including when they work on the Purchaser's site.

The Supplier shall be entirely and exclusively responsible for fulfilling the order.

The Supplier shall be liable for all damage caused to the Purchaser or any third party, whether such damage is caused by the Supplier, its subcontractors or by the persons and property under its authority or in its safekeeping.

The Supplier shall be bound by all direct or indirect consequences of the loss and damage caused to the Purchaser due to non-fulfilment or poor fulfilment of the order.

The Supplier shall take out any insurance policy for exercising its activity, in particular for the products and/or services it provides, with an insurance company known to be solvent, and must maintain it throughout the duration of its obligations in accordance with these conditions. The Supplier shall produce any insurance attestation on the Purchaser's request.

14. SUSTAINABLE DEVELOPMENT

The Supplier is informed that the Saint-Gobain Group abides by the United Nations Global Pact and has adopted Principles of Behaviour and Action accessible on the website: <http://www.saint-gobain.com>. The Supplier represents that it has read them.

The Saint-Gobain Group in particular expects from its suppliers:

- that they be vigilant as to the environmental risks connected to their procedures and the products they use both in their activity and when they are working on the Group's sites;
- that they respect the rights of employees whatever the country in which they operate;
- that they refrain from any use of forced labour, compulsory labour or child labour, directly or indirectly or through the intermediary of subcontractors, even if

the local legislation so authorises, within the scope of their production or service provision processes and when working on the Group's sites;

- that they provide to their employees the best possible health and safety conditions and abide by the health and safety regulations applicable on the Group's sites when working there.

15. COMPLIANCE WITH THE STANDARDS IN FORCE ON PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

Respect for the environment and health and safety at work form part of the Purchaser's Principles of Behaviour and Action.

When working on the Purchaser's site, the Supplier undertakes to abide by all requirements concerning the environment and safety of which it is informed, whether before its work or when it arrives on site, with the drafting of a prevention plan.

The Supplier undertakes to comply with all the standards in force concerning the chemical substances sold to the Purchaser, regardless of whether these substances are provided alone or are present in preparations or items.

If it has the capacity of Supplier of chemical substances the Supplier undertakes to comply with and fulfil all its obligations under the terms of the European regulations no. 1907/2006 and 1272/2008 concerning the registration, evaluation and authorisation of chemical substances (REACH regulation) on the one hand, and the classification, labelling and packaging of substances and mixes (CLP regulations) on the other hand.

It thereby agrees and undertakes to carry out at its own expense all formalities and obligations imposed by the REACH regulations, and in particular to carry out the formalities concerning pre-registration and registration of the chemical substances it supplies. The Supplier also undertakes to comply with and implement the information disclosure obligations provided for in articles 32 and 33 of the REACH regulation.

The Supplier undertakes to inform at least six (6) months in advance if it wishes, during the term of this Agreement, either to modify the components and/or technical characteristics of the substances supplied, or stop selling said substances. In such a circumstance, the Supplier shall be liable to the Purchaser for all financial consequences incurred

by the Purchaser as a result of the modification or cessation of sale of substances.

16. ANTI-CORRUPTION MEASURES

The Supplier acknowledges that it has received the Suppliers' Charter from the Saint-Gobain Group, read it and undertakes to abide by it.

In particular, the Supplier undertakes that it and all the affiliate companies, directors, employees, representatives, subcontractors and agents (the supplier's representatives) will abide by the Suppliers' Charter and the applicable regulations concerning anti-corruption. The Supplier and the Supplier's representatives shall in particular refrain from promising, offering or granting to a public agent or any other person directly or indirectly any undue advantage so that this person, in breach of their duties, carries out or fails to carry out an action.

The Supplier warrants that it has not given or promised any undue advantage to the Purchaser, to any person employed by the Purchaser or to any third party, to obtain the benefit of this agreement, and that no public agent forms part of the supplier's staff or holds direct or indirect interests in the Supplier.

The Supplier undertakes to maintain accurate financial statements in accordance with the accounting principles generally accepted in its country and showing all financial flows caused by this Agreement.

The Supplier authorises the Purchaser to carry out audits at any time in order to ensure that the Supplier fulfils its obligations pursuant to this article. In this respect, the Supplier undertakes to supply to the Purchaser or any external service provider designated by it all the documents and data necessary for preparing and carrying out the audit and to give it access to any site of the Supplier or affiliate companies.

If the Purchaser has reasons to believe that the Supplier does not comply with the obligations contained in these clauses, the Purchaser may suspend performance of the agreement until the Supplier provides reasonable evidence that it has not committed and is not about to commit any breach. In no event shall the Purchaser be liable for any loss or damage caused to the Supplier by suspension of the agreement.

If the Supplier or the Supplier's representatives do not comply with the provisions of this article, the Purchaser will be entitled to terminate this Agreement by operation of law and with

immediate effect by registered post with acknowledgement of receipt, without payment of compensation and without prejudice to the damages or actions provided for by the law. The Supplier undertakes to require that its own Suppliers and subcontractors comply with the same regulations by which it is bound pursuant to this article.

17. TERMINATION

Either of the parties is entitled to terminate the contract in the event of a breach by the other party. However, the Supplier and the Purchaser shall do their utmost, in a spirit of constructive collaboration, to minimise the damaging consequences of this breach.

The Purchaser can terminate by operation of law:

- a) if the Supplier fails to ensure the breach involved stops within eight (8) days from receipt of a notice letter sent by the Purchaser;
- b) solely by recording in writing the non-performance or the event invoked if the consequences resulting from this breach are clearly irremediable??? or highly damaging or if the non-performance invoked is the violation of a prohibition.

Within a maximum of ten days from the date of effect of the termination, the Supplier shall provide to the Purchaser any facility and collaboration necessary so that the latter can, in accordance with the adversarial principle, record the works carried out by the Supplier on the termination date.

The Supplier shall be required to compensate the Purchaser for the damages due to its breaches or contraventions and shall in particular bear the additional costs incurred by the Purchaser for completion of the order itself or by one or more other Suppliers.

The order shall be terminated without prejudice to all damages that the Purchaser reserves the right to claim.

18. EXPORT CONTROL

1. The Supplier undertakes to comply with all applicable laws and regulations, in particular those concerning export control and economic sanctions. The regulations applicable to export control and/or economic sanctions vary according to the transaction and may include instruments adopted by the United Nations, the European

Union and/or countries alone or groups of countries.

2. The Supplier represents that it will not and undertakes not to enter into transactions, within the scope of this Agreement, with a person or entity with which commercial transactions are prohibited or restricted according to the applicable regulations.

3. If any part of the Products whatsoever, or all of the Products, and/or their components (including software or services) (hereinafter, the "Product") is subject to any export restriction, the Supplier shall inform the Purchaser as soon as possible and in any case before supplying the Product. Where applicable the Supplier shall provide to the Purchaser the product classification number (ECCN or other) or if the classification results from a decision by a governmental or administrative authority, the scope and extent of the export restrictions. The Supplier undertakes to inform the Purchaser immediately and in detail of any change to the classification of any Product already supplied or to be supplied.

4. If the scope of the agreement includes supplying the Purchaser with a Product from the United States or incorporating components from the United States, the Supplier undertakes to duly inform the Purchaser of this situation and to comply with the entirety of the applicable United States laws and regulations concerning export control. These include in particular the international traffic in arms regulation ("ITAR"), the Export Administration Regulations ("EAR") and the regulations and orders issued and/or administered by the United States Department of the Treasury or the Office of Foreign Assets Control in connection with export control, and combating boycotts and commercial sanctions, if applicable.

5. The Supplier shall be responsible for obtaining all the necessary governmental authorisations, in particular any export licence or exemption applicable to the Agreement, with no additional costs for the Purchaser.

19. COMMERCIAL REFERENCES

The Supplier is only authorised to use the company name of the Purchaser or its distinctive signs as a reference with the written authorisation of the Purchaser issued on a case by case basis after submission of the media for this reference and indication of the dissemination of said documents.

20. CONFIDENTIALITY

The Supplier undertakes to consider all data, technical information, samples, designs or plans as confidential when directly or indirectly transmitted to it within the scope of fulfilment of the order, along with the Results as long as this information has not fallen into the public domain. It also undertakes only to use this information insofar as necessary for the requirements of fulfilling the order.

The Supplier undertakes to sign, and have its subcontractors and service providers and all persons participating in the works sign, a confidentiality and restriction of use of the confidential information undertaking similar to this article 20.

21. FORCE MAJEURE

Cases of force majeure are events which could not reasonably be predicted and which cannot be stopped, preventing one of the parties from fulfilling its obligations. In cases of force majeure, the obligations of the party affected by a case of force majeure will initially be suspended. The party affected shall inform the other party promptly of the case of force majeure and its probable duration. It will be required to do its utmost to minimise the effects resulting from this situation. If the force majeure event continues for longer than fifteen (15) days, and there is no possibility of remedying it, the other party can terminate the order, and neither party will owe damages.

22. DATA PROTECTION AND PRIVACY

The Purchaser is aware and accepts that the Supplier can collect data concerning it. The data collected by the Supplier may only be used to process the orders placed, manage the Purchaser's account and analyse orders. The Purchaser's data must be kept confidential by the Supplier in accordance with its statement made to the CNIL (French data protection agency), for the requirements hereof, its performance and in compliance with the law. The data may be disclosed in whole or in part to the Supplier's service providers involved in the order process. For commercial purposes, the Supplier can transfer to its commercial partners the names and contact details of the Purchaser, provided the latter has given its agreement in advance. In accordance with French Law No. 78-17 of the 6 January 1978 amended in relation to information technology, files and liberties, the Purchaser has a

right of access, rectification and deletion of personal data. It must be able to exercise this right by sending an email to an email address managed by a person who processes personal data or by sending a letter to the Supplier's address. The Purchaser must be able to prove their identity.

23. LONGEVITY OF THE PRODUCTS DELIVERED

The Supplier undertakes, for a minimum period of five (5) years after manufacture ends or the catalogue is withdrawn, to supply to the Purchaser in reasonable conditions, in particular in terms of price and delivery period, the parts, components and other elements necessary to use the products delivered.

24. ECONOMIC DEPENDENCE

The Supplier is required to inform the Purchaser as quickly as possible of any risk of economic dependence. This obligation to inform is essential to enable the parties to maintain a balanced relationship.

25. APPLICABLE LAW - JURISDICTION

25.1 These General Conditions of Purchase are subject to French law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980), and excluding the application of the rules on conflicts of law.

25.2 IN THE EVENT OF ANY DIFFICULTY IN INTERPRETING OR PERFORMING THESE GENERAL CONDITIONS OF PURCHASE, THE PARTIES SHALL ENSURE THAT THEY SEEK IN GOOD FAITH AN AMICABLE SOLUTION PRIOR TO ANY LITIGIOUS ACTION.

THUS, ANY DISPUTE SHALL INITIALLY BE SUBMITTED TO THE CONTACT PERSONS DESIGNATED BY THE PARTIES TO SETTLE SAID DISPUTE, AND THEY SHALL STRIVE TO RESOLVE THE DIFFICULTY WITHIN A MAXIMUM PERIOD OF THIRTY (30) DAYS.

IF NO AMICABLE SOLUTION IS REACHED WITHIN THIS PERIOD, SAID DISPUTE MAY BE BROUGHT BY THE FIRST PARTY TO TAKE ACTION BEFORE THE COMMERCIAL COURT IN THE LOCATION OF THE PURCHASER'S REGISTERED OFFICE, EVEN IF THE EVENT OF MULTIPLE DEFENDANTS.

26. English version - Prevalence

These General Conditions of Purchase have been translated into English. The English version is available on request by the Supplier. This French version prevails over any other translation.

<p>Date:</p> <p>Name of signatory</p> <p>Position:</p> <p>Company stamp</p>
