**GENERAL CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES**

**1 - GENERAL PROVISIONS**

These general conditions of purchase cover orders for goods and/or services placed by the Purchaser with the Supplier.

The Purchaser's order must be made in writing and acknowledged in writing by the Supplier and shall imply full acceptance of these general conditions of purchase by the Supplier.

Nevertheless, any Supplier's action or deed for commencement of the performance of the order is equivalent to fully acceptance of the order in all its provisions.

These general conditions of purchase take precedence over the general sales conditions of the Supplier and are based on Incoterms 2010, in the DAT (Delivered At Terminal) formulation thereof.

**2 - SUBCONTRACTING**

The Supplier undertakes not to subcontract the orders, in whole or in part, to a third party without the prior written consent of the Purchaser. In any case, authorized subcontractors will remain under the Supplier's authority and Supplier shall be liable for acts, omissions and defaults of such subcontractors. Any request for authorization by the Supplier shall be submitted with a copy of the subcontracting contracts, the subcontractors' payment terms and a copy of the guarantee to the benefit of the subcontractors.

**3 - PROVISION OF SERVICES**

The Supplier undertakes to provide the services ordered in accordance with the present conditions of purchase, with good industry practices and with the applicable laws and regulations, particularly in the areas of environmental protection, health and safety at work and working conditions.

To ensure proper performance of the services, the Supplier will allocate the necessary means and material and will employ qualified staff whose skills are guaranteed and who will remain under his authority at all times.

All goods entrusted to the Supplier for the performance of his task will remain in his custody, physically and legally, throughout the duration of that task. He will therefore be held liable for any deficiency, deterioration or breakage and, more generally, for any damage caused to the goods entrusted to him for whatever reason, and will also be liable for any damage caused not only to his own employees but to the Purchaser's employees or to any relevant third party.

**4 - MODIFICATION OF THE ORDER**

Prior to delivery, the Purchaser reserves the right to modify the order in any way whatsoever, without any compensation being due to the Supplier in this respect.

Any modification to the order must be notified to the Supplier by the Purchaser. Immediately upon receipt of the notification, the Supplier shall notify the Purchaser in writing of the consequences arising from the modification and, in particular, in terms of financial costs and delivery deadlines.

Should the parties fail to agree on the consequences of the order modification, the Purchaser may either request the Supplier to fulfil the order under the initial conditions or terminate the relevant order by registered letter with acknowledgement of receipt, without incurring any liability whatsoever therefore and without any compensation being due on account of this termination.

**5 - DELIVERY**

**- Delivery deadlines**

The place and dates for delivery of the goods and/or performance of the services specified in the order are binding.

Any delay in delivery of the goods and/or performance of the services will automatically give rise without prior official notification to the application of a late delivery penalty - which will not release the Supplier - equivalent to 0.5% of the value of the order (tax excluded) per calendar day of delay, up to the limit of 10% of the amount of the order (tax excluded), without prejudice to the application of the provisions of Article 11 below.

**- Documents**

All deliveries must be accompanied by a delivery note including, in particular, the number of the order slip, the total quantity delivered, the number of parcels delivered, the number and the type of articles per parcel, and also any documentation relating to the goods, such as: safety notices, technical notices and plans, safety instructions and directions for use, certificates of conformity, etc.

**- Packaging**

Goods are delivered marked and labelled with their packaging, in accordance with the applicable law and regulations.

Product packaging must be designed so as to guarantee optimum preservation, safety of the goods, persons and property, taking account of the nature of the goods, under normally foreseeable transportation and handling conditions.

## 6 - CONFORMITY - INSPECTION - ACCEPTANCE

**- Conformity**

The goods and services must comply with the contractual specifications and with their intended use. They must also satisfy customary quality criteria and comply with norms and legislation in force in the country of delivery as well as in the country of the Purchaser's registered office. In the event of conflict between the provisions applicable in the country of delivery and the country of the Purchaser's registered office, the most stringent provision will apply. Furthermore, all equipment must be designed and constructed so that their installation, use, adjustment and maintenance, under conditions in accordance with their purpose, do not expose people to a safety or health risk.

**- Inspection**

The Supplier sets up a quality-assurance plan that includes, in particular, continuous internal inspection of the design and performance of all his goods and services, in order to guarantee conformity.

The Supplier must implement measures to ensure that all goods and services supplied are fully traceable.

**- Acceptance**

For services, final acceptance is subject to the issuance by Purchaser of an acceptance certificate without reservation.

All non-conforming goods or services may give rise to outright rejection on the part of the Purchaser.

The Purchaser reserves the right to notify the Supplier at any time and by any means (fax, email, etc.) of the defective performance or lack of performance by the Supplier, or of any loss, damage or non-conformity of goods observed upon removal of packaging or subsequent inspections, even if the corresponding invoices have been partially or fully paid.

At its discretion, the Purchaser may request replacement or repair of the goods at the Supplier's expense or termination of the order, without prejudice to any claim for damages.

The Supplier must, at his own expense, remove rejected goods within eight (8) calendar days of the notification of rejection. After that period has elapsed, the Purchaser may remove the goods by any mean to his liking, at the expense and risk of the Supplier.

## 7 - WARRANTY

By way of legal warranty, the Supplier guarantees the Purchaser against any latent defect that may affect the goods or services delivered rendering them unsuitable for their use and purpose.

By way of contractual warranty, and without prejudice to the application of the above-mentioned legal provisions and to the application of Article 12 "TERMINATION" below, the Supplier guarantees the goods and services delivered against all defects of design, manufacture or materials and against all failure to operate, for a period of twenty-four (24) months from delivery thereof. Consequently, the Supplier undertakes, particularly during this period, to repair or replace such defective goods or parts as may be necessary, at his own expense and with his own workforce. In the event that such warranty is called upon, it will start anew for the same period with respect to the repaired or replaced parts.

## 8 - TRANSFER OF OWNERSHIP

Transfer of ownership takes place upon remittance.

Unless the Purchaser so agrees in writing prior to delivery, the Supplier may not invoke against him any retention of title in respect of the goods delivered.

## 9 - FINANCIAL CONDITIONS

**- Price**

Unless agreed otherwise in writing by the Parties, prices are understood to be exclusive of taxes, firm and final.

**- Invoicing**
Each order will be invoiced separately.
Invoices will be sent in electronic form to the Purchaser's email address Facturi.SG-RO@saint-gobain.com, once the order has been fully delivered.
Invoices will set forth, in addition to the provisions legally required, the order number, the references of the delivery form as well as any assignment of debt made by the Supplier, irrespective of the form thereof. An assignment of debt may be asserted against the Purchaser provided that the Supplier has notified the Purchaser thereof prior to proceeding with said assignment.
The Purchaser reserves the right to refuse the invoicing and delivery of any goods that have not been duly ordered.
**- Payment terms - Late payments**
Unless otherwise agreed in writing by the Parties, payment terms will be sixty (60) days, from invoice date.
In the event of late payment of an invoice, the Supplier shall be entitled to apply interest on the amount due at the Romanian legal reference interest at the date of invoice. Payment of such interest on arrears will be due upon receipt of a notification send by registered letter with receipt acknowledgement accompanied by the invoice for interest on payment arrears.
These penalties will, however, not apply if the Purchaser's non-payment is due to a claim on the invoice, to non-conformity of goods and/or services, to a failure of the Supplier to meet his contractual obligations or to an event of force majeure.

## 10 - INTELLECTUAL PROPERTY

The Supplier warrants that he is the owner, or has obtained all rights by means of agreements duly concluded with third parties, of all intellectual property, know-how and processes relating to the manufacture and use of the goods and/or for the proper performance of services ordered by the Purchaser. Consequently, the Supplier guarantees the Purchaser against any claims or actions instituted in this regard by a third party.
If a third party claims that the goods and/or services delivered by the Supplier under the terms of the order constitute an infringement of its intellectual property rights, the Purchaser will notify the Supplier thereof as soon as possible and, at his discretion, may choose to cooperate with the Supplier for the defence against this allegation or will require that the Supplier defend the claim. In either case, it is expressly agreed that this defence will be at the sole expense of the Supplier and that the latter shall indemnify and hold harmless Purchaser against, all damages as well as all costs and expenses the Purchaser might be ordered to pay on the basis of an allegation of this type. The Supplier will also bear all financial consequences resulting from the goods and/or services in question being unavailable or from the restrictions to which the goods and/or services might be subjected.
If such an allegation arises or seems probable, the Supplier must, as soon as possible, either negotiate and agree a settlement with the third party concerned so that the Purchaser may continue to use the goods and services in question, or modify or replace them with goods or services that are at least functionally equivalent, all the aforesaid being without charge to the Purchaser.
If none of the measures set forth above are reasonably achievable, the Supplier will then credit the Purchaser with a sum equivalent to the price paid for the goods and/or services in question, without prejudice to any damages which the Purchaser may claim from the Supplier.
Any invention transferred to the Purchaser by the Supplier is presumed to be free of any right held by third parties unless otherwise notified expressly by the Supplier. The supply of any good incorporating inventions includes assignment to the Purchaser of all intellectual property rights relating thereto. The price paid by the Purchaser to the Supplier is accepted by the latter as a lump-sum, global compensation for the rights assigned.

## 11 - LIABILITY - INSURANCE

The Supplier shall be fully and solely liable for the performance of the order.
The Supplier will be liable for all damage caused to the Purchaser or to any third party, whether such damage is caused by the Supplier or by persons and/or goods under his authority or in his custody.
The Supplier will be liable for all direct or indirect consequences, prejudice and damage caused to the Purchaser for lack of performance or default in performance of the order.
The Supplier will take out all insurance policy that is necessary to carry on his activity in respect, in particular, of the goods and/or services he provides, this being with a reputable, solvent insurance company, and he must maintain it throughout the duration of his obligations hereunder. The Supplier will, at first request from the Purchaser, provide the required insurance certificate.

**12 - TERMINATION**

Either party will be entitled to terminate the order in case of breach by the other party. However, the Purchaser and the Supplier shall make every effort, in a constructive spirit, to mitigate the damages resulting from such breach.
The Purchaser may forthwith terminate the agreement in the following cases:

a) if the Supplier fails to remedy to the breach within eight (8) days of receipt of a formal notification to remedy sent by the Purchaser;
b) upon mere written establishment of the lack or breach of performance provided that the lack or the breach be incapable of remedy or highly prejudicial to the Purchaser.

The Supplier will be required to indemnify the Purchaser for all damage caused by his default or breach and shall, in particular, indemnify Purchaser for all additional costs incurred by Purchaser in completing the order or having third parties complete the order.
Termination takes place without prejudice to any damages which the Purchaser reserves the right to claim.

**13 - CONFIDENTIALITY**

“Confidential Information” shall mean any information disclosed by either party to the other party, including but not limited to any information of a technical, research and development, financial, marketing, commercial, economic, legal or any other nature, whether such information is disclosed through written documents, electronic transmissions, orally or visually, and without being necessary for the Disclosing Party to specify the confidential nature of such information.
For a period of two years from the date of any such exposure between the Parties, the Receiving Party agrees to treat the Confidential Information as confidential information and to use the same degree of care to avoid publication or unauthorized disclosure or use of such Confidential Information as it applies with respect to its own most confidential information subject, however, to the provisions set forth herein, and not to disclose in whole or in part any Confidential Information it receives without the Disclosing Party’s written consent to any persons other than to its employees or advisors or its affiliated Companies who have a reasonable need for access in connection with the performance of the herein agreement.
The obligations and restrictions set forth above shall not be applicable to Confidential Information which:

(a) is known prior to its receipt by the Receiving Party where such prior knowledge is clearly documented by that party;
(b) is or has been rightfully obtained by the Receiving Party from sources other than the Disclosing Party;
(c) is provided to a public authority on the course of a legal investigation.

Any unauthorized disclosure of Confidential Information shall be considered a serious breach of the herein agreement.

**14 - COMMERCIAL REFERENCES**

The Supplier may be authorized to use the corporate name of the Purchaser or the latter's distinctive signs by way of reference only after prior written consent of the Purchaser, on a case-by-case basis, after presentation of the support for this reference and with indication of the scope of distribution.

**15 - RESPONSIBLE DEVELOPMENT**

The Supplier is aware that the Saint-Gobain Group adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, an integral part of the Group’s Sustainable Development policy.
The Saint-Gobain Group’s objective is to have effective levers to secure its supplies under conditions which are compliant with its values particularly from a social, environmental and legal standpoint.
The Saint-Gobain Group notably expects its suppliers:

- to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Group sites.
- to respect employee rights regardless of the country in which they operate.
- to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening on Group sites.
- to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Group sites, all applicable health and safety rules.

The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers Charter". The Supplier expressly declares that he has read and acknowledged this Charter.

**16 - CORRUPTION PREVENTION AND CONFLICT OF INTEREST CLAUSE**

The Supplier (in purchasing agreements)/ Buyer (in sales agreements) undertakes that all activities performed according to the herein agreement respect the business transparency principle, duly comply with the applicable law and are not in connection with any acts/ facts of corruption whether direct or indirect. Furthermore, the Supplier hereby declares and warrants that between Supplier's employees and Buyer's employees (in purchasing agreements)/ Supplier (in sales agreements) there are no relations that may lead to conflict of interest, respectively situations in which any employees of the parties would perform the obligations undertaken through the herein agreement for their personal direct or indirect interest.

**17 - TRANSACTIONS WITH IRAN**

The Supplier agrees to comply with all obligations arising from all applicable regulations or sanctions governing commercial transactions with Iran and the shipment of products into (insert the name of the importing country). Supplier undertakes to inform Purchaser of any change in the sourcing of the (raw material / product), and will provide Purchaser with full details of the Supplier(s) sourcing the (raw material / product).

For all matters pertaining to the execution of this Agreement, Supplier represents and warrants that it will not enter into transactions with any person or entity with whom commercial transactions are forbidden or restricted under applicable regulations ("targeted person or entity"). Purchaser reserves the right to refuse any shipment from Supplier for which it knows or has reason to suspect that the (raw material / product) was supplied by a targeted person or entity, or that the transaction involves any other targeted person or entity (whether shipment company, governmental authority, financial institution, etc...). Purchaser will not be liable for any claims arising from refusing a shipment or transaction the performance of which is affected by compliance with its obligations under applicable laws.

**18 - REACH CLAUSE - COMPLIANCE WITH APPLICABLE HUMAN HEALTH AND ENVIRONMENTAL LAWS AND REGULATIONS**

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.

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.

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.

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.

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.

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.

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.

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.

**19 - MAJOR FORCE**

Neither party shall be liable for the non-execution or improper, total or partial performance of any of the obligations arising out of this document in the event of force majeure.

Any circumstance or event unforeseeable, insurmountable and beyond the will and/or control of any of the parties shall constitute force majeure. Such events can be considered earthquakes, storms, floods, fires, any other natural disasters, wars, acts of terrorism (including acts of cyber terrorism), without enumeration being limiting.

The party invoking force majeure is required to notify it within 15 calendar days of its occurrence. This state must be proven by documents certified by the competent authorities.

**20 - JURISDICTION - APPLICABLE LAW**

**ALL DISPUTES SHALL BE SUBMITTED TO THE COURTS OF THE PURCHASER'S REGISTERED OFFICE EVEN IF THERE IS A PLURALITY OF DEFENDANTS OR AN INTRODUCTION OF THIRD PARTIES, OR IN CASE OF URGENT PROCEEDINGS OR FOR PRECAUTIONARY MEASURES.**

Romanian law will apply to all disputes relating to an order placed by the Purchaser, without giving effect to the principles of conflict of laws.

*The official language of these general conditions of purchase is Romanian, which shall prevail over any other language used in any translated document.*