

**GENERAL TERMS AND CONDITIONS OF PURCHASE SAINT-GOBAIN POLSKA SP.
Z.O.O. GLASSOLUTIONS BRANCH IN JAROSZOWIEC valid from May 2021**

Preamble clause

This General Terms and Conditions of Purchase, hereinafter referred to as “**GT&CP**”, constitute general conditions for agreements within the meaning of Article 384 § 1 of the Civil Code and shall apply to all and any agreements concerning purchasing goods and/or services (including rights) by Saint-Gobain Polska Sp. z o.o. Glassolutions Branch in Jaroszowiec with its registered office in Dąbrowa Górnicza, ul. Szklanych Domów 1 („**SGS**”) in the area of operations of the SGS Plants in Jaroszowiec, Poznań, Pruszków, Barczewo, Lubartów, Szczecin and Vetrotech in Namysłów with the entrepreneurs, (hereinafter referred to as “**Suppliers**”). The expressions used in the GT&CP shall be interpreted adequately to the nature of the agreement being entered into.

In connection with the obligation under art. 4c of the Act on preventing excessive delays in commercial transactions of March 8th, 2013, Journal of Laws from 2019 item 118 (hereinafter: the “Act”), SGS hereby declares that in accordance with the definition contained in art. 4 item 6) of the Act, the SGS has **the status of a large entrepreneur**.

§ 1

[Agreement]

1. SGS enters into agreement (“**Agreement**”) with the Supplier as set forth in § 2 hereof. GT&CP constitute an integral part of every Order for services or goods, including rights, made by SGS and every Agreement entered into by SGS and they exclude application of general conditions of regulations or any contractual standards or contract templates used by the Supplier.
2. The Supplier acknowledges that in case he executes or accepts an Order, including or invoking any additional conditions (if the Order had been previously executed by SGS), the mentioned general commercial conditions shall be binding only within the scope previously expressly confirmed by SGS in writing.

§ 2

[Conclusion of Agreement]

1. Conclusion of Agreement takes effect only if the Supplier accepts without objections an offer of Agreement received from SGS in the form of an Order sent to the Supplier containing or invoking the GT&CP (“**Order**”) or if the Supplier embarks on realization of an Order made by SGS. Lack of Supplier’s response to an Order within the period of 48 hours from the moment of receipt or embarking on realization of an Order shall be considered as the acceptance of the Order without any objections.

2. Order is sent to the Supplier in the form of document by electronic means (with the use of EDI - Electronic Data Interchange system or by e-mail - in the form of pdf file).
3. Any amendments to the Order/Agreement, shall be in writing and executed by both Parties.

§ 3

[Delivery of goods]

1. The Supplier provides that the goods delivered to SGS shall be in compliance with applicable regulations, Polish Standards (or with applicable European Standards EN within the scope they substituted Polish Standards) as well as internal SGS standards, on which SGS informed the Supplier at the latest at the moment of making the Order.
2. Delivery of goods shall be carried out by the Supplier in accordance with DAP, SGS Branch determined in the Order according to Incoterms 2020 or the goods shall be passed to the carrier indicated by SGS. In case of delivery to the SGS Branch, the Supplier is obliged to observe opening hours of the warehouse.
3. If the Supplier entrusts the goods to the carrier, the Supplier is obliged to conduct, at its own expenses and risks, loading onto the vehicle provided by SGS. SGS bears the expenses and risks of the goods unloading in the SGS Branch as well as the costs of the carrier indicated by SGS.
4. Delivery of goods shall be considered accomplished at the moment of reception of the goods by the SGS employee or a carrier indicated by SGS, by virtue of a transfer document in writing executed by the person passing the goods to SGS and the SGS warehouse worker or the driver receiving the goods from the Supplier. Along with the goods transfer, the Supplier is bound to provide SGS or the indicated carrier with all and any necessary delivery documents containing the Order number.
5. Before reception of the goods and execution of the transfer document or immediately after the carrier delivers the goods to the indicated SGS Branch, SGS shall have a right to carry out preliminary verification of quantity and quality of the goods. The verification may be conducted at the presence of the person transferring the goods to SGS and SGS representative. In case where the verification proves that the transferred goods or its sample do not meet the requirements or parameters provided in the Order, provisions of law, Polish Standards, EN European Standards or SGS internal standards or if the Supplier failed to provide necessary delivery documents or not all the goods specified in the order have been delivered, SGS shall have a right to refuse reception of the goods. In such a case, the goods may be returned to the Supplier at its own expenses and risks and SGS shall be allowed to charge the Supplier with liquidated damages for the delay in delivery of goods in accordance with the Article 15 of GT&CP, without prejudice to the other SGS entitlements. Having not executed the verification mentioned above or a positive result of this verification do not exclude or limit the Supplier's responsibility for the defects guarantee and quality warranty as well as for undue performance of the Agreement.
6. The Supplier is obligated to ensure due packaging and labelling of the goods, adequate insurance of the goods for the transportation period and appropriate arrangement of the goods on a vehicle, in accordance with applicable law, property of goods, by means

corresponding to the means of transport and protecting the goods during the transportation time. The costs and risks of the abovementioned operations shall be borne by the Supplier.

7. No later than at the moment of delivery, and in justified circumstances - adequately sooner, the Supplier is bound to provide SGS with detailed and precise information on the delivered goods, in particular considering their dimensions, weight and specific requirements in transportation, unloading and storage. The Supplier is also obliged to provide SGS with all and any documents necessary for use of goods, including all the technical specifications, certificates of quality, other certificates, safety instructions and instructions for use as well as a list of spare parts and consumables specified in § 10 section 2.
8. The Supplier shall be bound to compensate any damages and cover all and any expenses (in particular related to filed claims, demands, initiated legal proceedings, imposed fines, administrative penalties, damages of vehicles or other devices used for loading, unloading, transportation and production) born by SGS in relation with not providing or delay in providing the correct and complete information or documents determined in section 7 above.

§ 4

[Transfer of the property rights and the risk of accidental loss or damage of the goods]

The right of property is transferred onto SGS at the moment of receipt of the goods as set forth in § 3 section 4 hereof. At the same moment the advantages and encumbrances related to the goods and the risk of accidental loss or damage are transferred onto SGS, unless otherwise stated in the Order or herein.

§ 5

[Customs clearance]

1. The Supplier is responsible for preparation of any documentation and information necessary for customs clearance of the goods and providing them to SGS in due time. SGS or the appointed carrier are not obliged to verify correctness, reliability, completeness and authenticity of the documentation and information provided by the Supplier and concerning customs obligations. The Supplier shall be liable to SGS for any damages and expenses caused by not providing, delay in providing, unreliableness or incompleteness of the documentation or information necessary for the customs clearance of goods.
2. In the remaining scope, not regulated in section 1, the rule Incoterms 2020 DAP SGS Branch determined in the Order shall apply.

§ 6

[Conditions of service receipt]

1. The Supplier renders a service for SGS in the SGS Plant determined in the Order or in

- another place determined in the Order.
2. Receipt of the rendered service by SGS may be conducted at SGS's discretion, upon the reception document executed by representatives of both Parties, notice of receipt or by acceptance of the service by SGS. Prior to the service receipt, SGS has a right to inspect correctness of the service performance which may be carried out at the presence of the Supplier and SGS representatives. In case where the inspection shows that the rendered service does not meet quality requirements or technical parameters resulting from the Order, mandatory laws, Polish Standards or EN European Standards or internal SGS standards, SGS shall have a right to refuse to receipt and to proceed in accordance with provisions of § 15 hereof, without prejudice to other SGS entitlements.
 3. The Supplier is obliged to provide SGS with comprehensive and precise information on the service rendered as well as any required documents and instructions.
 4. The Supplier shall be bound to compensate any damages and cover all and any expenses (in particular related to filed claims, demands, initiated legal proceedings, imposed fines, administrative penalties, damages of property) born by SGS in relation with not providing or delay in providing the correct and complete information, instructions or documents determined in section 3 above.
 5. Provisions on service purchase shall apply respectively to acquisition of property rights by SGS. Remuneration for acquisition of those rights, also includes property rights for the data carrier by which those rights are transferred. Ownership of the data carrier shall be acquired by SGS at the moment of its delivery to SGS.

§ 7

[Price, payment conditions, additional charges and costs]

1. The Order determines the price for goods or service. Article 357¹ and Article 632 § 2 of The Civil Code shall not apply.
2. If the price determined in the Order is expressed in EURO, the invoice shall be issued in EUR or PLN converted at the NBP rate from the day preceding the day of invoice issuance.
3. The price determined in the Order is a net price and VAT shall be added thereto in accordance with applicable law.
4. The price determined in the Order is a lump-sum price and includes the entire services of the Supplier resulting from the Agreement. SGS is not obliged to pay the Supplier any additional charges or to cover any costs or expenses related to performance of the Agreement, unless otherwise provided in the Order.
5. SGS is not obliged to make any partial payments or advance payments to the Suppliers, unless otherwise provided in the Order.

§ 8

[Payment conditions, invoicing]

1. SGS is obliged to make payment to the Supplier for the goods delivered in accordance

with the Agreement or a service within a period of 60 days from the day of delivery of a correct invoice, unless the Order determines another due time. In case where the day of payment is Saturday, public holiday or a day free from work in SGS, payment of the remuneration shall be made on the first working day following those days.

2. An invoice issued correctly shall contain number of the Order and the number of the Supplier's bank account meeting the requirements specified in this Article. An invoice issued incorrectly, prematurely or groundlessly shall not induce payment obligation (due payment time starts from the moment of providing SGS with VAT invoice issued correctly).
3. The Supplier who made an agreement on e-invoices with SGS is bound to send the electronic invoice to the dedicated e-mail address:
e-factory-glassolutions@saint-gobain.com.
4. Paper invoice shall be sent to the following address:
Centrum Usług Wspólnych w Dąbrowie Górniczej
ul. Szklanych Domów 1, 42-530 Dąbrowa
Górnicza
5. Payment is made to the Supplier's bank account indicated on the invoice. The date of the SGS bank account debit is considered the payment date.
6. The Supplier is obliged to ensure that his bank account indicated in the invoice meets the requirements for the split payment system, i.e. this account should have a VAT account assigned and the invoice shall contain the numbers of the abovementioned accounts and a special sign in a form of title: "split payment" and the invoice shall meet other conditions specified in generally applicable regulations in this scope as well.
7. SGS declares that all and any payments for invoices are made with the use of split payment system.
8. The Supplier declares that he agrees to payments made by SGS in the split payment system.
9. The Supplier declares that the account indicated in the invoice shall be listed on the so called "VAT whitelist", mentioned in the Article 96 of the Act on Tax On Goods and Services dated March 11th, 2004 as amended.
10. If SGS discovers that the account indicated by the Supplier in an invoice is not listed on the so called "VAT whitelist" or the account does not meet requirements determined in section 7 of this Article, SGS shall hold the payment until the Supplier indicates another account that is listed on the said list and meets requirements specified in section 7. In such a case, the course of due payment time shall be suspended until SGS is provided with the bank account number meeting the above mentioned requirements.
11. The Supplier bears sole responsibility for all and any damages incurred by SGS in case where the declarations and assurance referred to in section 7 or 10 prove untrue. The Supplier undertakes to reimburse SGS all and any charges imposed by fiscal administrative bodies as well as to compensate the damage incurred by SGS, including, but not limited to, questioning by the fiscal administrative bodies the correctness of VAT tax deduction on the ground of the invoices issued by the Supplier

evidencing Order performance as well as deprivation of opportunity to book as tax deductible the expenses incurred by SGS in relation to the Order performance by the Supplier.

12. In case where the invoice issued by the Supplier proves incorrect for formal, legal or material reasons, the Supplier shall be bound to compensate the damage resulting from establishing tax obligation along with sanctions and interests imposed onto SGS by the fiscal authority.
13. In case circumstances provided for in point 12 occur, Supplier shall issue a correcting invoice and immediately deliver it to SGS. The correcting invoice should include annotation explaining reason for its issuance.

§ 9

[Training]

At the SGS request, the Supplier undertakes to provide a training on operation of delivered goods and/or rendered services in the indicated SGS Branch. Remuneration for the training is included in the goods (services) price.

§ 10

[Spare parts]

1. The Supplier is obliged to provide SGS with ongoing supply of consumables and spare parts for the delivered goods at market prices within the period of 10 years from the day of the goods receipt by SGS. If the Supplier, for reasons beyond his control, is not able to provide supplies of consumables or spare parts, he is obliged to immediately provide SGS with technical specification enabling SGS to produce the consumables or spare parts in-house or to order those parts from other suppliers. The Supplier shall grant SGS the necessary license or other authorizations, free of additional costs. The Supplier is bound to inform SGS on any intellectual property rights related to the ordered spare parts or consumables for the goods.
2. The Supplier undertakes to prepare a list of consumables and spare parts for delivered goods and deliver it along with the documentation referred to in § 3 section 7, concerning the delivered goods. The list shall contain inter alia a description of consumables and spare parts necessary for appropriate use of the delivered goods by SGS.

§ 11

[SGS surveillance over due performance of the Agreement]

1. At each stage of the Order realization by the Supplier, SGS shall be authorized to request that the Supplier presents or makes available all and any documents or information related to fulfilment of obligations resulting from the Agreement, in particular in the scope of preparing and realization of goods delivery, fulfilment of obligations resulting from customs regulations, guarantee service, mode of service rendering.

2. In case where the services included in the Agreement are rendered out of SGS Branch, SGS shall also have a right to inspect properness of the services performance at the place of their realization, at all times, after notification in advance on the inspection date.
3. The Supplier is bound to comply with the comments and objections raised by SGS during the said inspection and after it is completed.

§ 12

[Supplier's responsibility for physical and legal defects guarantee]

1. The Article 563 of The Civil Code shall not apply. SGS shall notify the Supplier on-line on the goods defect by means of e-claims tool within the time of 3 months from the day of its discovering (complaint).
2. In the filed complaint, SGS may, at its own discretion, request a supply of the same quantity of goods free from defects, repairing the goods or lowering the price, specifying the amount of the price reduction.
3. The Supplier is bound to review the filed complaint within the period of 14 days. Upon ineffective lapse of this period, the complaint shall be deemed accepted by the Supplier on the last day of the above time limit. This being the case, the complaint shall constitute an evidence of existence of the defect and its extent and the Supplier shall be bound to handle the complaint in line with SGS request.
4. SGS is not obliged to deliver the defective goods to the Supplier. SGS shall make the defective goods available for the Supplier to examine them at the place where they are located. The demonstration of the goods shall take place in the soonest technically and organizationally possible time indicated by SGS, as far as possible considering the Supplier's position.
5. In the period of repairing the goods, the Supplier is obliged to provide SGS with substitute goods at its own cost and risk.
6. The Supplier is obliged to collect the defected goods from SGS, no later than at the moment of delivery of the goods free from defects or another reasonable time determined by SGS. In case of delay in the collection by the Supplier, SGS shall be authorized to handle the defected goods as its discretion, in particular dispose of it, send it back or utilize at the cost and risk of the Supplier. The Supplier holds no right for any claims against SGS for that reason.
7. In case SGS requests reduction of the price due to physical and legal defects guarantee, the Supplier is bound to issue a correcting invoice, within the period of 7 days from the date of receiving the SGS request, for the amount conforming to the reduced goods price including annotation that the price reduction is due to physical and legal defects guarantee and to return the correction amount to SGS within the period of 30 days from the day of making the request for the price reduction.
8. In case the Supplier is in delay in fulfilling the obligations resulting from the defect guarantee, SGS shall hold a right to delegate reparation of the defect to another entity chosen by SGS or to purchase goods free from defects at the cost and risk of the Supplier, without obtaining court authorization (substitute performance).

9. The foregoing shall be without prejudice to SGS entitlements resulting from the warranty of quality or for non-performance or misperformance of the Agreement by the Supplier.

§ 13

[Warranty of goods quality]

1. The Supplier declares and ensures SGS that the delivered goods are free from physical or legal defects. The Supplier ensures as well, that the goods shall have all the properties and parameters specified in the Supplier's offer or in the Order (in case of discrepancies, provisions of the Order shall prevail).
2. Regarding the issues above, the Supplier provides SGS warranty of quality of the goods for the period of 36 months starting from the delivery date, unless other warranty period is determined in the Order.
3. In case where SGS discovers defectiveness of the goods within the period of warranty of quality, the Supplier undertakes to remove the defect immediately, at its own cost, or to replace the goods with other free from defects.
4. SGS may report the defect by means referred to in § 12 section 1 or by e-mail.
5. While removing defect under warranty of quality, the Supplier undertakes to remove the cause of the defect origin as well as its consequences. The defect of the good should be, as far as possible, removed at the place of particular SGS Branch.
6. In case of emergency, if it is necessary to keep continuity of production process at the particular SGS Plant or to prevent a significant damage, SGS shall have a right to remove the defect in-house or delegate it to a third party and charge the Supplier with costs of the repair, without obligation to obtain court permission, which shall not dismiss the Supplier from liability for warranty of quality.
7. In case where the repair performed by the Supplier, repeated twice under the warranty of quality proves ineffective, SGS shall have a right to exchange the goods to other free from defects.
8. After performing the exchange or a significant repair, the period of warranty for the subject of exchange or repair starts its course again. Regardless of the foregoing, the period of warranty of quality shall be suspended for the period starting from the day of informing the Supplier on the defect, until the day of its complete removal.
9. The Supplier shall provide SGS with warranty of quality for the consumables and spare parts, delivered for the goods, under conditions resulting from this Article.
10. In the remaining scope, for responsibility for warranty, provisions of § 12 section 2-6 and 8 hereof shall apply accordingly.

§ 14

[Warranty of services quality]

1. With regard to warranty of quality of services rendered by the Supplier, including rights on intangible properties, provisions referred to in § 12 shall apply, unless otherwise provided in sections 2-5 below.
2. The Supplier declares and ensures that he renders the service with due diligence,

considering professional character of his activity, in compliance with applicable regulations, Polish Standards (or with applicable EN European Standards within the scope they substituted Polish Standards) as well as internal SGS standards, on which SGS informed the Supplier at the latest at the moment of the service rendering commencement. The Supplier ensures as well that the services are rendered in the manner specified in the Order or Supplier's offer (in case of discrepancies, provisions of the Order prevail).

3. Within the above scope, the Supplier provides SGS warranty of quality of the rendered services, for the period of 24 months starting from the day of the service receipt by SGS, unless another warranty period is provided in the Order.
4. The Supplier undertakes to remove the defect of rendered service within the period of 7 days, unless both Parties agree to another period for defects removal. Within the same period, the Supplier is bound to inform SGS on the method of defect removal.
5. In case where the attempts to remove defect of the rendered service, repeated twice, proves ineffective, SGS shall hold a right to request renewed service performance.

§ 15

[The Parties liability for non-performance or misperformance of the Agreement]

1. Without prejudice to the provisions of the Order or Agreement (including GT&CP), in case where the Supplier does not perform the Agreement or performs it unduly, including delay in fulfilment of any obligation, SGS shall have a right to summon the Supplier to duly perform the obligation, within the period not shorter than 7 days under sanction of withdrawal from the Agreement or implementation of substitute performance. In case where this time limit is exceeded, SGS shall have a right to withdraw from the Agreement entirely or partially or to entrust making amendments or further performance of the obligation to a third party at the cost and risk of the Supplier, without need to obtain court authorization (substitute performance). The Supplier shall hold no rights for any claims to SGS or the substitute supplier for that reason. SGS may submit the declaration on withdrawal from the Agreement within the period of 60 days from the date of the lapse of the aforementioned 7-day time limit.
2. In case of entire withdrawal from the Agreement, SGS shall not be bound to pay the Supplier any remuneration or compensation. In case of partial withdrawal from the Agreement, SGS shall be bound to pay remuneration only for the duly performed part of the service, which is not included in the withdrawal declaration. Furthermore, in case of entire or partial withdrawal from the Agreement for reasons attributable to the Supplier, SGS shall be entitled to require payment of liquidated damages, from the Supplier, amounting to 30% of total gross value of the Order.
3. In case of delay in goods delivery or service performance, SGS shall hold a right to demand payment of liquidated damages amounting to 1% of total gross value of the Order for each commenced day of the delay.
4. Liquidated damages shall become immediately due and payable at the moment of their charging and SGS shall be entitled to deduct the liquidated damages from remuneration due to the Supplier.

5. Whenever this GT&CP provide the Supplier's obligation to pay liquidated damages to SGS, SGS shall be entitled to claim for further compensation should the incurred loss exceeds the amount of liquidated damages.
6. The Supplier undertakes to protect SGS against any damages, claims and any liability caused by the Supplier's non-compliance with the obligations resulting from the Agreement or from applicable regulations. In case of any claims to SGS by any third party, the Supplier undertakes to immediately discharge for SGS and to reimburse potential damages or costs. The Supplier undertakes as well to protect SGS against any damages, claims and any liability caused by non-performance or misperformance of the Agreement by the Supplier and to support SGS in potential disputes or proceedings, at SGS request. The Supplier shall reimburse any costs incurred by SGS for that reason (in particular, the costs of court or administrative proceedings, legal representation and counseling, costs of administrative penalties, fines or other payments etc. imposed on SGS). SGS payment obligations are limited to pay the Supplier remuneration on conditions determined in the Agreement.
7. The parties shall not be responsible for non-performance or misperformance of obligations resulting from the Agreement, caused by force majeure. Force majeure, in the meaning hereof, constitutes circumstances fulfilling totally the following conditions:
 - a) not caused by any of the Parties and not attributable to them,
 - b) unpredictable at the moment of making an Agreement,
 - c) not possible to overcome without incommensurable difficulties or costs and
 - d) preventing or significantly encumbering performance of obligations resulting from the Agreement by a Party or both Parties.In particular, according to the aforementioned definition, the following cases shall be deemed force majeure: natural disasters, including epidemics or pandemics, as well as exceptional events connected to acts of god, war, riots, general strikes, blackout, hacker attack, acts of terrorism, fires, explosions, decisions/acts of public bodies.
8. Party affected by force majeure activity is bound to notify the other Party within the shortest possible time, not longer than 3 days, on occurrence of force majeure event and on its impact on performance of contractual obligations.
9. In case of the force majeure event occurring, the Parties shall make all and any necessary agreements in good faith.
10. If the force majeure event affecting the Supplier's performance of the Agreement lasts longer than 60 days, SGS may terminate the Agreement without notice. In such a case, the Parties shall make necessary settlements.
11. The provisions on force majeure shall apply as well to events known to the Parties at the moment of the Agreement conclusion, whose effect to performance of contractual obligations started or became evident for the Parties in subsequent time, despite of their due diligence.
12. SGS is liable to the Supplier only for damages caused intentionally.

§ 16

[Civil liability insurance]

1. For the duration of the Agreement, until the end of the guarantee and warranty of quality period, the Supplier is bound to maintain civil liability insurance for his business activity in case of damages resulting from non-performance or misperformance of obligation or criminal offence committal, including entire range of services provided in the Agreement. The insurance shall provide payment of compensation in the amount necessary for redressing the incurred damage, whereas the sum of compensation shall not be lower than indicated in the Order and if there is no such indication - not lower than gross value of the Order. Within the period of 5 days from receiving a monition from SGS, the Supplier is obliged to provide SGS with documents certifying the required insurance (in particular, the policy, insurance conditions and proof of payment of contribution or its part).
2. In case where SGS discovers that the Supplier does not maintain or did not maintain the required insurance for the duration of the Agreement or in case where the Supplier does not provide the documents certifying the insurance in the time determined in section 1, the Supplier shall be bound to pay SGS liquidated damages of PLN 10,000.00. Furthermore, SGS shall be entitled to arrange the civil liability insurance meeting the conditions referred to in section 1, with insurance company individually chosen by SGS, at the cost and risk of the Supplier.
3. SGS shall be allowed to withhold the payment of any amount resulting from the Agreement, until the Supplier submits the evidence of arranging the civil liability insurance in accordance with the aforementioned provisions.

§ 17

[Intellectual property]

1. The Supplier ensures SGS that, while delivering the subject of the Order, any copyright, patent rights or other protected rights/technologies of third parties, shall not be breached. The Supplier shall hold full responsibility for breach of the aforementioned rights. If any third party files any claim against SGS for breach of rights specified above, the Supplier shall be bound to undertake necessary means in order to deny the claim against SGS and to bear all and any costs related to this denial, including costs of third parties whose patent rights or other protected rights had been breached. SGS shall be bound to inform the Supplier immediately on presumable claims of third parties.
2. At the SGS request, delivered within 10 years from the day of the Agreement conclusion, the Supplier shall make an agreement with SGS on the transfer of copyrights to the work produced by the Supplier upon performance of the Agreement. The agreement on the transfer of copyrights shall be made in the time determined by SGS and shall include types of use indicated at the SGS request, in particular the rights specified in section 7 below, as well as the right to create adaptations of the work and to make amendments to the work. The transfer of copyrights shall be made under remuneration provided for in the Agreement and the Supplier shall not be entitled to additional remuneration for that reason.

3. In case where making the agreement on transfer of the work copyrights is not possible due to the rights of third parties, the Supplier shall be bound to make an Agreement with SGS on exclusive or nonexclusive license to the widest possible extent, not limited by time or territory, on conditions determined in section 2.
4. At the SGS demand, delivered within 10 years from the day of the Agreement conclusion, the Supplier shall make an agreement with SGS on the transfer of the right to acquire industrial property rights produced upon performance of the Agreement or an agreement on the transfer of industrial property rights produced upon performance of the Agreement. Agreements specified above shall be made at the time determined by SGS. The transfer of the right to acquire industrial property rights or the transfer of industrial property rights shall be made under remuneration provided in the Agreement and the Supplier shall not be entitled to additional remuneration for that reason.
5. In case where making the agreement on transfer of the right to acquire industrial property rights or the transfer of industrial property rights is not possible due to the rights of third parties, the Supplier shall be bound to make an Agreement with SGS on exclusive or nonexclusive license to the widest possible extent (full license), not limited by time or territory, on conditions determined in section 4.
6. In case where a third party files a claim against SGS resulting from their copyright, industrial property right or another intellectual property right related to goods delivered or service rendered by the Supplier, their labeling, name, conception, invention or technological information concerning the delivered goods/rendered service, the Supplier shall undertake to disencumber SGS from the liability to third parties resulting from breach of any industrial or intellectual property rights of these parties. In particular, the Supplier undertakes to redress any damage incurred by SGS in relation to the fact that the Agreement violates intellectual or industrial property rights of third parties. At the demand of SGS the Supplier shall support SGS in the proceedings initiated by this party and undertakes to reimburse any costs and expenses incurred by SGS for that reason, in particular costs of legal counseling, costs of litigation, costs of the paid charges, penalties, fines or compensations.
7. The Supplier shall, within the price, transfer to SGS any copyrights to documentation (in case where the documentation is prepared in relation to the Order by the Supplier or by his subcontractors) in the following types of use: recording (including digital recording), transcription and multiplication of works by means of mechanical (including printing and reprographic), electronic, magnetic and digital technologies, public presentation and distribution, including performance, displaying, projection, reproduction, emission and reemission, distribution by e-mail, introducing to computer networks, making available for anyone's access at any place or time, placing in business operations, lending, renting, leasing of the original works or copies, using in order to carry out repair works or development. The Supplier shall also agree to exercise derivative rights to the documentation mentioned above and to making potential amendments to it. The Supplier shall also transfer to SGS the ownership of the carriers where the documentation is recorded. Transfer of the ownership of carriers and significant copyrights to the recorded works shall take place every time at the moment of providing SGS with appropriate data carriers.

§ 18

[Responsible development]

1. The Saint-Gobain, which SGS belongs to, expects the following from its Suppliers:
 - to control the risk related to environmental protection in production activity and to products used in their operations as well as during their activities in the area of the Group,
 - to observe employees' rights irrespective of the country they operate in,
 - to abstain unquestioningly from employing workers under duress, using mandatory or child labour, directly or indirectly, by their subcontractors, during the production process or rendering services in the area of the Group, even in case where it is allowed by local laws,
 - to guarantee their employees the best possible occupational health and safety conditions and to observe any applicable occupational health and safety rules during operations in the area of the Group.
2. The aforementioned approach and the Saint-Gobain Group expectations from their suppliers are specified in the "Suppliers Charter" which is enclosed hereto and constitutes an integral part hereof.
3. The Supplier's performance of the Agreement means that he had become acquainted with the Suppliers Charter content and commits to observe its rules.

§ 19

[Timber Sales Policy]

1. Supplier accepts that Saint-Gobain Group has implemented Timber Sales Policy defining responsible actions which companies belonging to Saint-Gobain are obligated to observe while purchasing or selling timber products. The policy is part of responsible development policy for Saint-Gobain Group.
2. Bearing the above in mind, Saint-Gobain Group invites its Suppliers to join these actions, within frameworks of their own area of business or influence.

§ 20

[The Supplier's obligations on occupational health and safety, protection of human health and environment]

1. Taking care of the natural environment and observing the rules of occupational health and safety are included in The Rules of Conduct and Actions of Saint-Gobain.
2. The Supplier residing in the SGS premises for performance of the Agreement (including warranty service performance), is bound to observe applicable laws and any internal regulations and instructions on safety compulsory in SGS, in particular the "Ordering regulations for suppliers working within the premises of Glassolutions BHP-03/04", available on the SGS website: <https://glassolutions.pl/pl/warunki> as well as in every SGS Plant. The Supplier shall have a right to require access to other regulations and instructions. The aforementioned obligations concern also the employees,

subcontractors and other persons engaged in the performance of the Agreement by the Supplier. The Supplier's approach to the Agreement performance means he had become acquainted with the content of these regulations and instructions mentioned above and commits to observe their rules.

Persons residing in the premises of the SGS Plant (including drivers) must be equipped with certified personal protection equipment:

- long trousers,
- protective boots / anti-puncture insert + metal or composite toecap,
- high-visibility vest
- protective glasses,
- protective helmet,
- other protective equipment specified by SGS.

Persons not equipped in accordance with the aforementioned conditions, shall not be admitted into the SGS Plant premises. Costs of the equipment specified above shall be borne by the Supplier.

3. SGS shall be entitled to require payment of the following liquidated damages for non-observance of the obligations referred to in sections 1-2:
 - a) first breach – **PLN 500**;
 - b) second and consecutive breaches – **PLN 1000**;

§ 21

[REACH clause]

1. For the purpose of this paragraph „Client” shall mean SGS.
2. Supplier, being producer, importer or distributor of chemical substances sold to the Client, notwithstanding whether such substances are intended for use without any changes or as component of a mixture or product, commits itself to observe all and any applicable regulations, including, but not limited to, Regulation of European Parliament and of the Council (EC) no 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) as well as Annexe II to REACH Regulation amended by Regulation of European Parliament and of the Council (EC) 2020/878, as well as Regulation of European Parliament and of the Council (EC) no 1272/2008 on classification, labelling and packaging of substances and mixtures (CLP Regulation).
3. Within this obligation Supplier shall adapt to all and any amendments in legal regulations and to adjust its obligations towards Client accordingly as long as it cooperates with SGS.
4. In this aspect Supplier ensures especially that the substances delivered to the Client will be duly labelled, packed and registered, including its use indicated by the Client. Supplier commits to notify to the Client registration numbers of the substances.
5. Additionally, in case the substances have been notified to be put on candidate list of substances of very high concern published by European Chemicals Agency (ECHA), Supplier shall inform the Client immediately upon acquiring such knowledge. This obligation shall apply for sales of mixtures or products containing such substances to the

Client.

6. Additionally, in case any authorization is required or any restrictions are applicable to the said substances delivered to the Client, Supplier shall inform the Client in writing about all and any restrictions or bans related to these substances being in force and about possibility to replace them.
7. Supplier shall inform Client in writing upon at least 6-month-notice period whenever it intends to modify components and/or technical properties of the delivered substances, mixtures or products and in case it decides to cease their production or sales.
8. Along with the delivered substances [and/or mixtures/products] it is required that all and any documents are provided, including but not limited to, safety data sheets, required under legal regulations as well as any information necessary for the purpose of allowing the Clients safe use of these substances (mixtures or products). This information shall be included in safety data sheets for hazardous substances translated into official language of the country of delivery, whenever it is imposed by binding European or local legal regulations or in case preparation of such safety data sheet is not required – such information shall include any data mentioned in art. 32 of REACH Regulation.
9. Supplier shall keep the Client safe from financial consequences resulting from non-observance by Supplier of its duties provided for in REACH Regulation, CLP Regulation or in this clause. All and any limitations of liability provided for herein do not apply to liability borne by Supplier within the above mentioned scope.

§ 22

[Waste management]

1. The Supplier is a producer and owner of the waste produced in relation to the Agreement performance. The Supplier shall handle waste at his own cost and risk, according to applicable laws and shall discharge SGS from any responsibility and shall bear any costs imposed on SGS by any official bodies in relation to the waste produced as a result of performing the Agreement by the Supplier.
2. In case of rendering the service of waste management, the Supplier declares that he is authorized to conduct the activity in this area. The Supplier undertakes to handle the waste appropriately and in accordance with the rules of waste management and with applicable laws on environmental protection.

§ 23

[Personal data protection]

The Parties agree that they process personal data of its representatives based on legitimate interest which is performance of rights and duties resulting from the Agreement or Order (art. 6 point 1 of GDPR) and that they apply all and any legally required technical and organizational measures in order for the processing to be consistent with GDPR regulations, and representatives of the Parties have necessary information, mentioned in art. 14 of GDPR. SGS processes personal data of Supplier's employees/contractors for the purpose of performance of the Agreement or Order (art. 6 point 1 b GDPR), and Supplier and its employees/contractors have information mentioned in art. 13 of GDPR.

§ 24

[Correspondence]

1. Any correspondence between the Supplier and SGS in relation with the conclusion or performance of the Agreement shall be conducted with the use of e-mail or in writing to addresses indicated by the Parties.

§ 25

[Subcontracting]

1. In the absence of the Parties agreements to the contrary, the Supplier undertakes to fulfill the obligations, resulting from the Agreement, in person.
2. For the conclusion of the Supplier's contract with a subcontractor, SGS prior consent in writing is required. SGS reserves the right to object to engage a particular subcontractor.
3. The Supplier shall hold responsibility for operations and/or omissions of the subcontractors as well as for all the persons he employs for performance of the Agreement, as for his own operations or omissions.
4. In case of engaging subcontractors, the Supplier shall oblige them to observe the obligations included in the Agreement, in particular referred to in §§ 18-23 and § 26 hereof and concerning the civil liability insurance.

§ 26

[Confidentiality]

1. Supplier commits to keep confidential all and any technical, organizational, economic, or trade information related to SGS and received during negotiation run by and between the Parties as well as within performance hereof, as of which it may suspect that they are confidential or that they are treated as such by SGS.
2. Should there be any doubts as of character of a given piece of information, Supplier shall request SGS to explain whether information in question should be treated as confidential prior to its disclosure or making it available. In case SGS fails to provide explanation within 7 days, it will be understood as consent for disclosure of the said information .
3. Supplier shall be obligated to exercise due diligence, and especially impose non-disclosure obligation provided for in this paragraph on his employees, contractors and/or other representatives notwithstanding legal relation by and between such persons and Supplier.
4. Supplier may only disclose confidential information should it has become available in accordance with legal regulations, the disclosure is requested by competent authority or in case particular information is no longer confidential.
5. SGS reserves the right to include information on conclusion of the Agreement with the Supplier in its advertising and marketing materials, without breaching Supplier's legitimate interest. Including such information by Supplier requires SGS prior consent in written form otherwise being null and void.
6. All and any materials provided to Supplier by SGS in connection with performance of the

Agreement or made as a result of such performance (written, graphic, electronic or otherwise recorded) are confidential and they cannot, without SGS prior written consent, be made available to any third party or disclosed otherwise, unless it is necessary for due performance of the Agreement.

7. Supplier is bound by this non-disclosure obligation and within this scope bears liability for all persons engaged in performance of the Agreement during the term of the Agreement and within 5 years following its termination.
8. SGS may charge Supplier with liquidated damages for breaching the above non-disclosure obligation in the amount of PLN 100,000.00 for each breach.

§ 27

[Governing law and dispute resolution]

1. The Parties agree that the Polish law shall apply for all and any matters not regulated in the Agreement nor herein to the exclusion of provisions of United Nations Convention on Contracts for the International Sale of Goods dated April 11th, 1980 and provisions of Convention on Limitation Period in the International Sale of Goods dated June 14th, 1974 as amended.
2. All and any disputes arising from the Agreement, including GT&CP or related thereto shall be resolved by Polish common court competent for SGS registered office.

§ 28

[Entry into force, GT&CP amendments]

1. These GT&CP come into force as of the 1st of May 2021 and they shall apply to all and any agreements entered into since this date.
2. Any amendment hereof shall be binding for all and any Orders placed by SGS after delivery of the amendments to the Supplier.

§ 29

[Final provisions]

1. Titles of paragraphs are used for ease of reference only and therefore they have no impact for interpretation of contractual provisions.
2. Supplier may not transfer to a third party his rights and obligations hereunder without SGS prior consent in written form otherwise being null and void.
3. These GT&CP along with Order and other documents specified in the Order constitute all agreements by and between the Parties; all and any prior arrangements, statements and/or declarations expire as of conclusions of the agreement by and between SGS and the Supplier, including, but not limited to, content of the Order prevails over the Supplier's offer.
4. Should any provision of the Agreement by and between SGS and Supplier be declared null or unenforceable based on a court or another competent authority decision, the remaining part of the contract shall be binding and effective. Notwithstanding the above the Parties agree that each contractual provision related to limitation of liability, waiving

warranty rights and/or exclusion of compensation is separate and independent from other provisions. Additionally the Parties declare that in case any solution provided in the Agreement does not lead the Parties to achieve their intended purpose, the remaining limitations of liability exclusion of compensation remain in full force and effect.

5. Supplier hereby confirms that it has read the Order and GT&CP before acceptance of the Order or commencement of performance of the Order, understands their content and fully accepts them.

§ 30

[Enclosures]

The following enclosures form integral part hereof:

1. Supplier Charter
2. Glassolutions Safety Rules