

# GENERAL PURCHASING CONDITIONS

(as of: January 2016)

## 1. APPLICABLE TERMS AND CONDITIONS

- 1.1 All orders of SAINT-GOBAIN SEKURIT Deutschland GmbH & Co. KG ("Purchaser") for the supply of goods and the provision of other services shall comply with these conditions and any other potential agreements. Amendments and supplements must be made in written form.
- 1.2 Other general terms and conditions shall only apply if they have been accepted expressly and in written form by the Purchaser for every individual transaction. They will not become a subject matter of the contract, even if they have not been expressly objected to in the individual case or the Purchaser unconditionally accepts the deliveries of the supplier despite being aware of deviating or conflicting terms.
- 1.3 In line with ongoing business relations the following terms shall be applicable for future contracts even when this has not been expressly agreed upon.

## 2. PURCHASE ORDER

- 2.1 All agreements and call-offs, as well as their amendments and supplements, must be made in writing to become effective. Call-offs can also be made via remote data transmission.
- 2.2 In all documents of the supplier related to the purchase order the order number of the Purchaser is to be indicated.
- 2.3 If the supplier does not accept the purchase order within the statutory periods, the Purchaser shall be entitled to cancellation. If the supplier accepts the purchase order with deviations, he shall inform the Purchaser about these deviations in clearly highlighted form by means of a written declaration of acceptance. A contract will only be effected with the written consent of the Purchaser to these deviations.
- 2.4 Sub-contracts for deliveries and services may only be awarded with the written approval of the Purchaser, unless it is a merely negligible supply of marketable parts or insignificant ancillary service.

## 3. DELIVERY

- 3.1 Unless otherwise agreed upon, the delivery is DDP (according to Incoterms 2010) including transportation and packaging. Even if it has been contractually agreed upon individually that the Purchaser has to bear the transport costs, the supplier shall be responsible for proper packaging and transport of the goods. In this regard the supplier shall choose the type of packaging, the way of transportation and the carrier according to the Purchaser's defaults, otherwise the most favorable mode of transport and delivery. The supplier shall indicate the transport cost in his invoice for the supply of goods. The risk of deterioration or the loss of the goods shall be ceded to the Purchaser in any case upon acceptance by the receiving office named by the Purchaser.
- 3.2 The agreed delivery dates and deadlines shall be binding.
- 3.3 Delivery notes and packing slips shall be attached to each and every delivery. These must contain at least the following information: order number, quantity and quantity unit, gross and net weight, item description and number.
- 3.4 Unless otherwise agreed upon, all packaging shall be taken back by the supplier in accordance with the directive to avoid and recycle packaging waste.
- 3.5 With deliveries and services not rendered from the Federal Republic of Germany but from another member state of the European Union, the EU value added tax number is to be indicated. Imported goods, even from non-EU countries shall be delivered duty paid.

## 4. DEFAULT IN DELIVERY

- 4.1 If delays in delivery have to be expected, the supplier shall inform the Purchaser immediately in written form and obtain his decision on how to proceed further.
- 4.2 The entitlement to compensation shall also be valid if it has not been claimed expressly when the delivery was accepted.

## 5. TRANSFER OF RISK AND OWNERSHIP

- 5.1 Place of performance for delivery of goods or services shall be the destination of the respective delivery of goods or services named by the Purchaser, so that the risk will only be transferred to the Purchaser when the goods have been delivered to the respective destination or the services to be rendered at the destination have been officially accepted. The acceptance of services must be made in written form and cannot be replaced by commissioning or usage.
- 5.2 The ownership of the delivered goods shall be transferred to the Purchaser upon payment. Any prolonged or extended retention of title shall be excluded.

## 6. COMPLIANCE WITH STATUTORY REGULATIONS

- 6.1 The supplier's deliveries and services must comply with all statutory regulations applicable in the Federal Republic of Germany (in particular those of safety and environmental protection such as the GefStoffV (Ordinance on Hazardous Substances), ElektroG (Electrical or Electronic Equipment Act), GPSG (Equipment and Product Safety Act) or MiLoG (Minimum wage legislation)) as well as the safety recommendations of the responsible German expert committees or professional associations (e.g. VDE, VDI, DIN). Relevant certificates, test certificates and evidence shall be provided free of charge and without prompting.
- 6.2 In particular the supply of substances, preparations or products shall be prohibited whose manufacture, use or putting into circulation is not admissible due to the relevant statutory regulations of the Federal Republic of Germany. Insofar as the goods to be delivered are hazardous substances, the supplier must clearly indicate this in his quote. The Purchaser shall be provided with corresponding safety datasheets (in German and English) together with the quote.
- 6.3 The supplier shall exclusively be responsible for the compliance with the statutory health and safety regulations, the relevant accident prevention regulations and the specific safety regulations of the Purchaser when delivering the goods or rendering services. He shall contact the Purchaser in due time to obtain information about potential specific safety regulations. If safety regulations of the manufacturer exist for the delivered goods, these shall be provided free of charge.

## 7. PRICES, PAYMENT

- 7.1 Unless otherwise agreed upon, the prices listed in the purchase order shall be fixed prices including the applicable value added tax, packaging, transport and transport insurance.
- 7.2 Invoices shall be submitted separately for every purchase order by mentioning the order data as a single copy upon complete flawless delivery or with performance-related services upon their acceptance. Upon coordination with the Purchaser the invoice data may be transmitted electronically. Invoices without order data can be returned to the supplier without being processed and do not become due.
- 7.3 Unless otherwise agreed upon in written form, the payment of orderly submitted invoices will be made at the Purchaser's discretion within 14 days with a discount of 3 %, within 30 days with a discount of 2 % or within 60 days net. The period shall start with the receipt of the invoice, however, not until the contract and/or acceptance has been fulfilled flawlessly. In the case of acceptance of early deliveries the due date observes the agreed delivery date. The payment has been made in due time, if the

Purchaser has instructed the bank to transfer the amount on the last day of the deadline or with payment by cheque has posted it.

- 7.4 Payments do not mean that the delivery is accepted according to contract. In the case of faulty or incomplete delivery the Purchaser shall, regardless of his other rights, be entitled to withhold payments proportionally until proper performance.
  - 7.5 Without the prior written approval of the Purchaser that may not be refused unreasonably, the supplier shall not be entitled to assign his claims vis-à-vis the Purchaser or have them collected by a third party. If the supplier assigns his claims vis-à-vis the Purchaser – contrary to sentence 1 – to a third party without the consent of the Purchaser, the assignment shall nonetheless be valid. The Purchaser, however, shall be entitled to make a payment at his discretion with discharging effect to the supplier or a third party.
- ## 8. OFFSET
- 8.1 The Purchaser shall be entitled to off-set all payment claims due, he or a company related to him are entitled to vis-à-vis the supplier, with all attainable payment claims the supplier is entitled vis-à-vis the purchaser. In the case of insolvency proceedings on the assets of the supplier or the appointment of an interim liquidator in respect of the opening of insolvency proceedings the Purchaser shall be entitled to off-set all payment claims he or a company related to him are entitled to vis-à-vis the supplier due to the goods supply not in accordance with the contract or other services with all payment claims of the supplier vis-à-vis the Purchaser, whereas these counter-claims of the purchaser shall be considered due when measures are ordered pursuant to Article 21 InsO (Insolvency Act).
  - 8.2 The supplier shall only be entitled to off-set the payment claims he is entitled to and that are addressed to the Purchaser with the payment claims of the purchaser, if the respective counter-claims of the supplier are due and undisputed or have been declared legally established.
- ## 9. NOTICE OF DEFECTS
- 9.1 Incoming goods inspection by the Purchaser will only be performed as regards externally detectable transport or packaging damage and externally detectable deviations of identity and quantity. Such defects shall be communicated by the supplier immediately, however not later than 10 working days upon delivery. Other complaints are made immediately when they are detected in the course of orderly business practice. Insofar the supplier shall waive any objection due to a late notice of defects.
  - 9.2 If defects are detected, the Purchaser shall be entitled to reject the entire delivery or have it checked 100 % at the supplier's expense.
- ## 10. CLAIMS FOR DEFECTS
- 10.1 Defective deliveries shall be immediately replaced by flawless ones. In the case of development or design mistakes the Purchaser shall be entitled to assert the statutory rights with immediate effect.
  - 10.2 Rework of defective deliveries shall be subject to the Purchaser's approval. The risk shall lie with the supplier as long as the delivery item is not in the Purchaser's safe-keeping.
  - 10.3 In urgent cases, in particular if the operational safety is jeopardized or to prevent extremely high losses, the Purchaser shall be entitled to remedy the defect or have it remedied by a third party after the supplier has been informed and after the expiry of a short term that corresponds to the situation.
  - 10.4 The regulation of 10.3 shall be applicable accordingly if the supplier is in default of delivery and the Purchaser must remedy the defect immediately to avoid default in delivery on his own.
  - 10.5 The statutory claims the Purchaser is entitled to shall not be affected.
- ## 11. PROPERTY RIGHTS OF THIRD PARTIES
- 11.1 The supplier shall ensure that the Purchaser does not violate the property rights of third parties by the contractual use or the sale of his deliveries.
  - 11.2 The supplier shall exempt the Purchaser and his customers from any and all claims of a third party that are asserted judicially or extra-judicially vis-à-vis the Purchaser due to the violation of a property right. Upon the Purchaser's demand he shall provide security in the amount of the asserted payment claims to a bank account to be named by the Purchaser.
- ## 12. PROVISION OF MEANS OF PRODUCTION
- 12.1 The Purchaser shall reserve ownership and copyright for the models, samples, tools, other means of production as well as further documents such as drawings, figures, calculations, descriptions he submits to the supplier, regardless if these documents are provided in tangible or electronic form. The supplier must not cede these models etc. and documents to an unauthorized third party or make them accessible otherwise. The reproduction of these models etc. and documents shall only be allowed for order fulfillment of the Purchaser. The supplier shall oblige sub-contractors accordingly.
  - 12.2 The Purchaser shall acquire sole ownership or co-ownership of all means of production that he entirely or partially pays for, according to his financing proportion in the total production costs. If means of production remain with the supplier, the delivery shall be replaced by a custodial relationship that entitles the supplier to ownership until further notice.
  - 12.3 The supplier shall bear the costs of maintenance and replacement as well as the risk of loss and deterioration of the means of production that are in the sole or co-ownership of the Purchaser. With the prior written consent these means of production may neither be destroyed nor sold, mortgaged or forwarded, and must not be disposed of otherwise.
- ## 13. FORCE MAJEURE
- In cases of force majeure such as war, civil commotion, natural disasters and other unpredictable, inapplicable, serious events the contract parties or their agents are not responsible for and which make it materially difficult or impossible for the contract parties to fulfill their contractual obligations the contract parties shall be released from their contractual performance obligation for the term of this event and to the extent of its impact. If force majeure persists for more than three months, the contract parties shall be entitled to terminate the contract with immediate effect.
- ## 14. CONFIDENTIALITY, PRIVACY
- 14.1 The supplier shall be obliged to treat all evident commercial and technical information he becomes aware of due to the business relation as trade secrets and not disclose these to a third party, unless the supplier proves that the information was already known to him or has been made accessible belatedly by an authorized third party or was or will become common knowledge without any further action of the supplier. The confidentiality obligation shall survive the termination of the contract for a term of five years.
  - 14.2 The Purchaser as well as the supplier may only advertise their business relation with the written approval of the other respective business partner.

**15. LIABILITY, INSURANCE**

- 15.1 The supplier shall exempt the Purchaser from any and all claims of a third party the latter could assert vis-à-vis the Purchaser due to whatever legal reason, a defect of the goods delivered by the supplier or the violation of the legal stipulations by the supplier, provided that the supplier is responsible for the defect triggering liability or the violation of statutory regulations. In this case the supplier shall also be obliged to reimburse the Purchaser's defence costs.
- 15.2 The supplier shall be obliged to take care of sufficient insurance cover for the obligations vis-à-vis the Purchaser, to maintain this insurance cover and provide prove of the insurance cover at the Purchaser's request.

**16. MISCELLANEOUS**

- 16.1 If insolvency proceedings are opened as regards the assets of the supplier or the opening of insolvency proceedings is applied for or safety measures pursuant to Article 21 InsO are ordered as regards his assets, the Purchaser shall be entitled to withdraw from the part of the contract that has not been fulfilled.
- 16.2 If one of the provisions of this General Purchasing Conditions or further agreements agreed upon be or become invalid, the validity of the remaining provisions shall not be affected. The Purchaser and supplier shall be obliged to replace the invalid provision immediately by a regulation matching the economic success as far as possible.
- 16.3 The law of the Federal Republic of Germany shall be applicable to the exclusion of the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of the referral provisions of the German international private law.
- 16.4 Legal venue for any disputes related to the supply of goods or services rendered by the supplier shall be the registered seat of the Purchaser, provided that the supplier is a merchant, legal entity under public law or special fund under public law. If the supplier does have a place of general jurisdiction in the Federal Republic of Germany or the registered seat or permanent address of the supplier or his regular whereabouts are not known when the proceedings are instituted by the Purchaser, the legal venue shall be at the registered seat of the Purchaser.