

General Terms and Conditions of Purchase

of SGD Kipfenberg GmbH

Date: 17 September 2017

I. General

All orders placed by SGD Kipfenberg GmbH (hereinafter referred to as the "Buyer") for the supply of goods and services (goods, services, etc.) are placed exclusively in accordance with the statutory provisions applicable in the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. Insofar as the following provisions deviate from these statutory provisions, the following provisions shall apply exclusively to all the aforementioned orders. Sales contracts, contracts for work and materials, and all other contracts (hereinafter referred to as 'Contracts') in which the Buyer or an affiliate of the Buyer is involved as the buyer or recipient of the goods or services shall be concluded exclusively subject to the following Terms and Conditions of Purchase. Any conflicting general terms and conditions of the Supplier shall only form part of the contract if their validity has been expressly acknowledged in writing by the Buyer. By accepting and/or executing the order, the Supplier acknowledges these Terms and Conditions of Purchase. These Terms and Conditions of Purchase shall form part of the contract. Side agreements, additions and amendments are only valid if they have been agreed in writing. Contracts must be in writing to be valid.

II. Place of performance, transfer of risk

The place of performance for the Supplier's claims for payment arising from the orders referred to in clause 1 is the Buyer's registered office. The place of performance for services which are the subject of the orders referred to in clause 1 is the destination specified by the Buyer for the respective service, such that the risk shall not pass to the Buyer until the goods have been delivered to the respective destination. The provision contained in Section 476 of the German Civil Code (BGB) shall apply to all orders referred to in Clause 1.

III. Pricing terms

The agreed prices are fixed prices. They include all costs associated with the delivery or service, regardless of whether such costs are customary or foreseeable. If packaging has been charged by prior agreement, the buyer is entitled to return it at the supplier's expense and deduct the full value from the invoice. Delivery shall be made free to the receiving point designated by the buyer, unless otherwise agreed. Unless otherwise agreed, the buyer's payment shall be due within 45 days with a 3% discount or within 60 days net, in each case calculated from receipt of the invoice and goods or acceptance or completion of the service. In the event of a defective delivery or service, the buyer is entitled to withhold payment appropriately, whilst retaining their right to a discount, until proper performance has been achieved. The buyer's silence regarding a supplier's invoice shall not be deemed an acknowledgement of the invoice in question, even if the supplier has expressly requested such a declaration from the buyer.

IV. Packaging, Transport

The goods must be protected against damage by means of suitable packaging approved by the buyer and by proper transport.

V. Transport insurance

We hereby expressly prohibit the freight forwarder from taking out damage insurance or goods transport insurance in accordance with the ADSp. We hereby declare ourselves to be 'prohibition' or 'waiver' customers for all transport of goods, with the exception of purchases of raw glass materials for glass production, as well as heating oil and lubricants used in glass production, but not chemicals.

VI. Quality

The supplier must verify that the quality and dimensions are flawless by carrying out thorough final inspections. Upon delivery of machinery, it must be confirmed in writing, in particular, that the machinery complies with the EU Machinery Directive 98/3CE, that an EU Declaration of Conformity is provided with each machine, and that the CE marking is affixed to each machine.

For certain goods, the buyer may only be able to carry out a quality check after the fact. This does not affect the buyer's rights arising from the discovery of quality defects (reduction in price, cancellation of the contract, compensation).

VII. Retention of title

With regard to the services that are the subject of the orders referred to in clause 1, the Buyer shall only recognise a simple retention of title by the Supplier in accordance with section 449 of the German Civil Code (BGB), provided that the Supplier declares to the Buyer prior to delivery of the relevant service that such service is subject to retention of title.

VIII. Assignment

Any assignment of the Supplier's payment claims against the Buyer arising from the orders referred to in clause 1 requires the Buyer's express written consent.

IX. Set-off

The Buyer is entitled to set off all due and payable claims for payment to which the Buyer or an affiliated company is entitled against the Supplier against all enforceable claims for payment to which the Supplier is entitled against the Buyer. In the event of the opening of insolvency proceedings in respect of the Supplier's assets or in the event of the appointment of a provisional insolvency administrator in such proceedings, the Buyer is authorised to set off all claims for payment to which it is entitled against the Supplier on the grounds of non-performance of the contract against all payment claims of the Supplier against the Buyer, whereby this counterclaim of the Buyer shall be deemed due at the time of the ordering of measures pursuant to Section 21 of the German Insolvency Code (InsO). The Supplier shall only be entitled to set off claims for payment to which it is entitled and which are directed against the Buyer against the Buyer's claims for payment to the extent that the Supplier's respective counterclaims are due and undisputed or have been established by a final and binding judgment.

X. Intellectual property rights

The Supplier shall be liable to ensure that the Purchaser may use the delivery without restriction and without infringing any third-party intellectual property rights (copyrights, patents, utility models, trade marks, title protection, commercial labelling rights, etc.). If a third party asserts claims against the buyer on the grounds of an alleged infringement of such rights, the supplier shall immediately indemnify the buyer and, upon request, also pay reasonable advances towards such indemnification. If the goods ordered by the buyer are manufactured in accordance with the buyer's specifications, drawings or tools, the right of disposal over such specifications, drawings and tools shall remain with the buyer. The Supplier is obliged to keep the Buyer's information and documents confidential, insofar as they are confidential, and to oblige its agents to maintain confidentiality. In case of doubt, the Supplier must ask the Buyer for clarification regarding confidentiality. All of the buyer's documents, production equipment and tools, together with any copies made, must be returned to the buyer without being asked, at the latest upon delivery of the remaining goods.

XI. Tooling costs, production equipment

The tools and equipment required for the manufacture of the ordered goods, as well as their maintenance and replacement, shall generally be borne by the Supplier. The Purchaser shall be entitled to acquire and dispose of such tools and equipment upon payment of the cost price (taking into account any wear and tear and depreciation, where applicable). Models, dies, tools or other production equipment paid for by the buyer or made available to the supplier, as well as templates and other specifications, may only be used for deliveries and services to third parties with the prior written consent of the buyer.

XII. Contract work

If the Supplier undertakes to process goods or other items provided by the Purchaser (contract work), the following shall also apply: The Supplier must inspect the goods provided for contract work immediately upon receipt for any transport damage, apparent defects, incorrect deliveries and shortfalls, and must inform the Purchaser of any complaints without delay. The Supplier may only process and work on contract goods that are in perfect condition. In doing so, the Supplier must proceed in such a manner that the intended use of the contract goods is neither impaired nor jeopardised by the processing and/or working.

XIII. Liability

In the event of complaints within the warranty period (generally 24 months; 5 years for structures and buildings), the supplier shall be held liable for any loss of production suffered by the purchaser, whether in respect of the purchase of goods or services such as contract work or repairs. Exclusions of liability for loss of production shall only be recognised where agreed in writing on a case-by-case basis.

XIV. Place of jurisdiction

The place of jurisdiction for all disputes arising in connection with the Supplier's services shall be Ingolstadt, provided that the Supplier is a trader, a legal entity under public law or a special fund under public law. Even if the Supplier does not have a general place of jurisdiction in the Federal Republic of Germany at the time the Buyer brings an action, or if the Supplier's registered office, place of residence or habitual abode is unknown, the place of jurisdiction shall be the Buyer's registered office.

XV. Miscellaneous

The supplier is aware that the SGD Group supports the United Nations Global Compact and has drawn up a set of general rules of conduct, which are available on the website <http://www.saintgobain.com>. The supplier confirms that they have taken note of these principles.

The SGD Group expects its suppliers to,

- ☑ that they ensure environmental risks relating to processes and materials used are managed, both in relation to their own activities and whilst on-site at SGD Group locations
- ☑ that they respect the rights of their employees, regardless of the rules in force in the respective country of production
- ☑ that neither forced nor child labour is used, even if permitted in the respective country of production, whether during production, the provision of services or whilst on the premises of the SGD Group
- ☑ that its employees are given the best possible support with regard to health and safety measures and that all health and safety precautions are observed whilst on the premises of the SGD Group

XV. Severability clause

Should any provision of this contract be or become void or invalid, this shall not affect the validity of the remaining provisions. The void or invalid provision shall be replaced by a valid provision that most closely approximates its economic purpose. The same applies to any omissions.