

1. GENERAL PROVISIONS

The present General Purchasing Terms and Conditions govern the purchase orders for products and/or services placed by the Purchaser to the Supplier, subject to what is specified in the special conditions placed by the Purchaser which override the present General Purchasing Terms and Conditions. The Purchaser's order has to be written and must be accepted by the Supplier with a written acknowledgment, explicitly expressing its unconditional acceptance of these General Purchasing Terms.

If the Supplier makes the supply under the Purchaser's order without such acknowledgment, the order will be considered as irrevocably accepted by the Supplier in all its provisions. The present General Purchasing Terms precede over the Supplier's General Terms and Conditions.

All international purchases shall be governed by the Incoterms 2020 in their DDP formulation unless otherwise agreed by the Parties.

2. SUBCONTRACTING

The Supplier shall not subcontract to third parties the execution, in whole or in part, of orders, except in case of prior written consent of the Purchaser. Subcontractors, accepted by the Purchaser, are in all circumstances placed under the authority and responsibility of the Supplier.

3. SERVICES

The Supplier shall comply with the obligations referred to in Articles 6 and 12 of the Company Law of the People's Republic of China and provide to the Purchaser the documentation regarding the performance of those legal obligations accompanying the order's acknowledgment. The Supplier shall perform the services ordered in accordance with the present provisions, the rules of the Purchaser and the applicable laws and regulations, particularly in the areas of environment, hygiene, health, safety and working conditions.

The Supplier effects to the proper performance of its services on one hand, the necessary means and materials and on a second hand, the staff under its responsibility and command, which it guarantees the competences.

Any products which would be entrusted to the Supplier for the performance of its mission will be under its physical and legal custody for the duration thereof. The Supplier will therefore be liable for any shortage, damage or break, and more generally of any damage to products entrusted to it, whatever the cause, as well as any damage caused to its staff as well those to the Purchaser's structure and to any third party during the achievement of its mission.

4. ORDER'S MODIFICATION

The Purchaser reserves the right to request to the Supplier, prior to delivery, an order's modification, whatever nature whatsoever, and without compensation for the Supplier.

Any request of modification regarding the order must be notified by the Purchaser to the Supplier. As soon as possible following the notification's receipt of the Purchaser's request, the Supplier shall notify the Purchaser in writing of the consequences of the inclusion of this modification and in particular regarding the financial costs and delays of delivery.

In case of impossibility to find an agreement between the parties regarding the impact of this requested modification, the Purchaser may require the Supplier or the execution of the order at its initial conditions, or terminate the said initial order by registered letter with acknowledgment of receipt, under which circumstance, the Purchaser shall compensate for the costs incurred to the Supplier arising from the execution of the order before termination. However, the Supplier shall provide the supporting documents therefor.

5. DELIVERY

Delivery delays

The place and time of delivery and/or performance of products and services specified in the order are mandatory.

Any delay in delivery and/or performance of products and services will be automatically and without prior notice subject to a penalty for delay in discharge equal to 0.5% of the total order value incl. taxes per calendar day of delay, within the limit of 10% of the total amount of the order, without prejudice to the provisions of Article 12 below.

Documents

Each delivery must be accompanied by a delivery note which shall include the number of the purchase order, the total quantity supplied, the number of packages delivered with accuracy of the number and type of items per package, and any document relating to the products such as: safety data sheets, technical manuals and plans, employment and instruction manuals, certificates of conformity and precautions.

Packaging

The products are delivered marked and labeled with their packaging, in accordance with the applicable laws and regulations.

Products' packaging have to be designed to ensure the conservation and the optimum safety of the products, persons and property, given their nature, in normally predictable conditions of handling and transportation.

6. CONFORMITY – CONTROL - RECEIPT

Conformity

Products and services must conform to the contract specifications and be fit for the purpose which the Purchaser intended for. They also have to meet the quality criteria as well as common standards and laws in force in the delivery country and in the country of the registered office of the Purchaser. In case of conflict between the provisions applicable in the country of delivery and in the country of the registered office of the Purchaser, the most restrictive provision shall apply. Moreover, the work equipment must be designed and constructed so that their implementation, their use, adjustment and maintenance, under conditions consistent with their destination, do not expose people to a risk to their safety or health. The Supplier is obliged to advise and inform clearly and accurately the Purchaser about the use of the products.

Control

The Supplier shall establish a quality insurance plan with particular constant self-control regarding design and execution of all its products and services in order to ensure their compliance.

All products and services provided to the Purchaser shall be subject to measures to ensure their full traceability.

Receipt

In case of services, the final acceptance is subject to the establishment by the Purchaser of a taking-over report without any reservations. Any product or service which does not comply lead to an outright refusal from the Purchaser. Notwithstanding anything to the contrary, the Purchaser reserves the right to notify the Supplier at any time by all means (fax, email, ...) poor performance or non-performance by the Supplier of its obligations, or losses, damages or non-compliance of the products observed during unpacking or subsequent checks, even if the relevant bills have been partially or fully paid. The Purchaser may, at its option, require the replacement or repair of the products at Supplier's expense, or a reduction in the order price, or the cancellation of the order without prejudice of any claim for damages.

The Supplier shall conduct the removal, at its expense, of the rejected products within eight (8) calendar days after notification of the refusal; after this period, the Purchaser may organize the products' removal by any means at its convenience at the Supplier's risk and expense.

7. WARRANTY

Under the legal guarantee, the Supplier warrants the Purchaser against latent defects which could affect the delivered products or services, making them unsuitable or unfit for their proposed use and their destination. Under contractual warranty and without prejudice to the application of legal provisions referred above and the provisions of Article 12 «TERMINATION» below, the Supplier warrants the supplied products and services against design, workmanship or material defects, and against all operational defects of delivered products and services during a period of twenty-four (24) months from their delivery date. Accordingly, the Supplier shall, particularly during this period, provide at its expense, labor, repairs or replacements of defective products or parts of products that may be required. In case of intervention, the warranty starts to run from the replacement date for the same duration as for original parts.

8. OWNERSHIP TRANSFER

The transfer of ownership takes place on the delivery date. Without prior written acceptance by the Purchaser during the delivery, the Supplier shall not oppose to the Purchaser a retention clause of ownership regarding the delivered products.

9. FINANCIAL CONDITIONS

Price

Unless prior written agreement of the Parties, prices do include any and all applicable taxes, duties, charges or other fees imposed by the applicable local law for the account of the Supplier, and are firm and final.

Invoicing

Each order will be charged separately. Invoices will be sent in one (1) copy to the address on the order, only upon final acceptance of the products and/or services in the said order by the Purchaser. The invoices must include the information as required by the mandatory law, such as the name, taxpayer's identification number, address, telephone, bank and account number of the Purchaser and the Supplier, the number and the total amount of the order as well as the products and/or service ordered. It is specified that any assignment of receivables shall be enforceable against the Purchaser only if the Supplier has informed the Purchaser in writing prior to such assignment. The Purchaser reserves the right to refuse billing and delivery of any product that has not been the subject of an order in proper form.

Payment terms - Payment

Unless otherwise agreed by the Parties in writing, payment terms are ninety (90) days from the issuing date of the Supplier's invoice. Payment is made by bank transfer or bank draft, whichever the Purchaser prefers to. The Purchaser shall not be held liable for its failure of payment resulting from a dispute regarding the invoice, a non-conformity of the products and/or services, a Supplier's contractual breach.

10. INTELLECTUAL PROPERTY

Supplier warrants that it owns, directly or through agreements duly concluded with third parties, all intellectual property rights, know-how and processes related to the manufacture and use of products and/or to the proper performance of the services ordered by the Purchaser. Therefore, the Supplier warrants the Purchaser against all claims and legal actions committed on this account by a third party. If a third party claims that the products and/or services supplied by the Supplier under the order, constitute an infringement of its intellectual property rights, the Purchaser shall notify the Supplier as soon as possible and, at its option, associate itself with the Supplier to defend itself against such claim or ask the Supplier to ensure the Purchaser's defense. In both cases, it is expressly agreed that this defense is borne by the Supplier and that the Supplier will pay all damages, costs and expenses that the Purchaser could be required to assume on the basis of such a claim. The Supplier shall also bear all the financial consequences resulting from the unavailability of the product and/or service in question or the restrictions to which the product and/or service would be submitted. If such a claim occurs or appears likely, the Supplier shall, within the shortest possible time, or negotiate and compromise with the third party so that the Purchaser can continue to use the product and the service concerned, or proceed to its amendment or replacement with a product or a service that at least is functionally equivalent, all of this, without that the Purchaser bears any load. If none of the above initiatives is reasonably practicable, then the Supplier shall credit the Purchaser of an amount equal to the price paid by Purchaser for the product and/or service concerned, without prejudice to any damages that the Purchaser could enforce against the Supplier. All creation delivered by the Supplier to the Purchaser is deemed free of any right held by (a) third party(ies) unless otherwise expressly notified. The provision of all creation imply assignment for the benefit of the Purchaser of all the intellectual property rights attached thereto, whatever the medium, regarding any current or future process attached to these creations. The price paid by the Purchaser to the Supplier is accepted by the latter as a perfect lump-sum counterpart covering the entire transferred rights.

11. RESPONSIBILITY - INSURANCES

The Supplier shall ensure the execution of the order in its sole and exclusive responsibility. The Supplier shall be liable for all damage caused to the Purchaser or any third party, whether such damages are caused by the Supplier or by persons and property under its authority or custody. The Supplier shall assume all the consequences, direct or indirect, regarding the injuries and damages caused to the Purchaser due to non-performance or improper performance of the order. The Supplier shall take out any insurance policy required to carry on its business regarding products and/or services it sells, with a reputedly solvent insurance company and shall maintain it throughout the term of the obligations defined in the present general terms. The Supplier shall provide, at the first request of the Purchaser, any certificate of insurance.

12. TERMINATION

Either party shall be entitled to cancel the order in case of default by the other party. However, the Purchaser and the Supplier shall make every effort, in a spirit of constructive cooperation, to mitigate the damaging consequences of this failure.

Termination will vest as of right to the Purchaser:

if the Supplier has not stopped the breach within such a period as given by the Purchaser after the receipt of a formal notice from the Purchaser; thanks to the mere written finding of breach or alleged infringement if the consequences that derive from this failure are clearly irreversible or highly prejudicial or if the alleged breach is a breach of a prohibition.

The Supplier shall indemnify the Purchaser for damages due to any of its breaches hereof or offenses and bear such additional expenses incurred by the Purchaser to complete the order by itself or by one or more other suppliers.

Termination is made without prejudice to any damages that the Purchaser reserves the right to claim.

13. CONFIDENTIALITY

All documents, models, objects, such as including plans, descriptions, notes, drawings, samples, mock-ups, processes, machine prototypes, glassware tooling, characteristics and performance of glass furnaces, delivered to Supplier for the order execution are confidential and may not be used for any purpose other than the execution of the order; they remain at all times the full properties of the Purchaser to whom they must be fully returned and without charge, at first request of the Purchaser. More generally, the Supplier undertakes to treat as confidential any information transmitted to it or to which it has access, directly or indirectly, in the frame of the order execution and until such information is in the public domain. To ensure the respect of this confidentiality obligation, the Supplier shall only disclose confidential information referred above to those of its employees or subcontractors who necessarily need it in the context of the execution of the order, employees or subcontractors who shall have been warned of strict confidentiality of such information and shall comply with the confidentiality obligations contained herein. The Supplier has to warrant the compliance with this confidentiality clause by all its employees and any of its subcontractors.

14. TRADE REFERENCES

The Supplier shall not use as a reference the name of the Purchaser or any of its distinctive signs without prior written approval of the Purchaser which is delivered on a case by case basis and only after presentation by the Supplier of the supports containing this reference and the full information regarding the dissemination of such supports.

15. COMPLIANCE

Anti-corruption

The Supplier must conduct business with honesty and integrity and demonstrate the highest standards of business ethics. The Supplier must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Supplier and any Purchaser's employee or any other company or individual. The Supplier agrees and acknowledges that in carrying out its activities, the Supplier shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by these General Conditions of Purchase, including, but not limited to, the Anti-unfair Competition Law of the People's Republic of China, the U.S. Foreign Corrupt Practices Act ("FCPA"), the French Law on transparency, fight against corruption and modernization of economic life ("Loi SAPIN II") and any other laws and regulations relating to anti-bribery or international sanctions imposed by, especially, the United States, the United Kingdom and the European Union.

The Supplier undertakes to carry out the orders entrusted to it in accordance with the principles set out in the SGD Group's Code of Ethics and Conduct and Supplier Code of Conduct (hereinafter referred to as the Codes) of which it acknowledges having knowledge. The Purchaser reserves the right to ensure, through audits or evaluations, that the contents of the Codes are respected. In the event that the Supplier is unable to comply with any of the principles and/or requirements set out in the Codes, or refuses to implement them, the Purchaser reserves the right to cancel all or part of the orders with the Supplier for fault and without any right to compensation.

Data Protection

The parties acknowledge that the information provided by each party during the execution of the order may contain personal information, such as name, email address and mobile number etc., the processing of which shall be subject to the requirements of Personal Information Protection Law of People's Republic of China. Each party commits to the other that it has obtained the proper consent from the individual whose personal information is provided and processed hereunder. The personal information collected shall be used for order purpose only and stored as long as such information is necessary for execution of the order. Following termination of the business relationship, the said information shall be deleted or processed in other ways equivalent to deletion.

16. Environment, Health and Safety

The Supplier shall be responsible for the safety of its employees, subcontractors and agents for services performed on the Purchaser's site. Additionally, each employee and subcontractor of the Supplier must accept the safety training given by the Purchaser prior to the commencement of his/her service/work on site.

17. JURISDICTION – APPLICABLE LAW

THE EXCLUSIVE COMPETENT COURT IS THE COURT OF THE PURCHASER'S REGISTERED OFFICE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR RECOURSE IN WARRANTY, EVEN FOR EMERGENCY PROCEDURES OR PRECAUTIONARY PROCEEDINGS.

The laws of the People's Republic of China are the only applicable laws regarding disputes related to an order placed by the Purchaser, to the exclusion of the laws of conflict rules.