

General Terms and Conditions of Purchase- and Service of Saint-Gobain Glass Deutschland GmbH and Flachglas Torgau GmbH

As of: 23.05.2014

Section 1 Scope

(1) The General Terms and Condition of Purchase and Service of Buyer ("**General Terms and Conditions of Purchase- and Service**") apply exclusively to all sales, deliveries and other services of a contractor in terms of Section 14 of German Civil Code (BGB), a legal entity of the public law, or of a special fund under public law ("**Seller**"), to Saint-Gobain Glass Deutschland GmbH ("**Buyer**") (jointly "**the Parties**").

(2) Regardless of whether the General Terms and Conditions of Purchase and Service were agreed upon again explicitly, they shall also apply to all future sales, deliveries, and services of Seller to Buyer. The current version respectively applicable at the time of signing of the contract shall apply. The Buyer shall inform the Seller of new versions of the General Terms and Conditions of Purchase and Service in a timely manner.

(3) The Buyer does not recognize any opposing terms of the Seller or those deviating from the General Terms and Conditions of Purchase and Service unless Buyer has expressly agreed to them in writing. The General Terms and Conditions of Purchase and Service shall also apply when the Buyer accepts a delivery or other service without reservation in full knowledge of opposing, or from the General Terms and Conditions of Purchase and Service deviating, terms of Seller or if Buyer unconditionally renders the contractually required service.

Section 2 Initiation of Business, Conclusion of Business, other Declarations

(1) Regardless of whether a contract has concluded or not, any expenses of Seller or visits, drafts, samples, patterns, cost estimates, offers, etc. incurred during the initiation of business, Buyer is not obligated to assume payment or other liabilities.

(2) Orders of Buyer are always tentative until written submission or confirmation by Buyer. Seller agrees to inform the Buyer of any obvious misstatements (e.g. misspellings or calculation errors) and incomplete deliveries including order documentation prior to the acceptance for the purpose of correction and/or completion; otherwise the contract shall be deemed as not concluded.

(3) Buyer is bound to own offers for 4 weeks.

(4) Oral agreements by representatives or other auxiliary agents of Buyer are only binding if and to the extent that the Buyer then confirms them in writing.

(5) Legally relevant declarations and notices that the Seller declares to the Buyer or to a third party must be in writing.

Section 3 Delivery and Service Period, Contract Penalty

(1) The delivery and service period indicated in the order is binding. If the Seller is likely unable to keep the agreed upon delivery and service periods, then Seller is obligated to inform Buyer thereof immediately in writing.

(2) In the event of a delivery or service delay Buyer is entitled to demand a contract penalty in the amount of 0.5% of the order amount for each worday of the delay, however not to exceed 5% of the order amount, apart from fulfillment. The Buyer is entitled to claim the penalty until final payment. Any further ongoing legal claims shall remain unaffected hereby; Section 340 Para 2 BGB shall apply in relation to the claims for damages.

Section 4 Delivery, Documents, Transfer of Ownership

(1) Subject to other agreements, deliveries are done "Delivery Duty Paid" ("**DDP**"; Incoterms 2010) at the stated location of Buyer.

(2) Each delivery should include a delivery note indicating the date (issuance and sending), content of the delivery (article number and number) as well as order identification of Buyer (date and number). Separate from the delivery note, the Seller should send Buyer a sending

notification. Buyer is not responsible for any delays in processing or payment that may be a result of infringements from the above instructions.

(3) The ownership in the product shall be transferred to Buyer at the latest upon payment. Any extended or extended reservation of property rights is excluded.

Section 5 Prices and Terms of Payment

(1) The price listed in the order is binding and shall be made DDP, unless otherwise agreed. All prices include the statutory value-added tax if it is not indicated separately.

(2) Unless otherwise agreed upon, the price includes all services and ancillary services of Seller (E.g. mounting, assembly), as well as all ancillary costs (e.g. proper packaging, transportation costs including any applicable transportation and liability insurance). Seller must retake the packaging material upon Buyer's request.

(3) Unless otherwise agreed upon, the agreed prices are due for payment within 60 calendar days upon complete delivery and service (including any acceptance of performance that may have been agreed to), as well as receipt of a proper invoice. Buyer shall be entitled to deduct a 2% discount from the net amount for payments within 14 calendar days.

(4) Buyer can only process invoices if they include the order number in accordance with the order guidelines; Seller is responsible for all consequences due to non-adherence to this obligation, unless Seller can prove that Seller is not responsible for them.

(5) Buyer does not owe any default interests. Seller's claim for payment of default interests shall not be affected hereby. The statutory provisions apply to cases of payment default. In each case, however, a warning by the Seller is necessary.

(6) Buyer is entitled to offset and retention rights, as well as the right to plea to the extent allowed under the law. The Buyer is particularly entitled to retain regarding payments if Buyer is still entitled to claims derived from incomplete or deficient services against Seller.

(7) The Seller is only entitled to an offset or retention if, and to the extent of, Seller's counter claim has been established undisputably or is legally valid.

Section 6 Provision of Materials, Tools, Forms, etc.

(1) To the extent that Buyer provides materials to Seller (e.g. software, finished and half-finished products), Seller shall retain their ownership ("**item subject to retention**"). Processing or reconstruction is done by Seller for Buyer. If the item subject to retention is processed jointly with other items not belonging to the Buyer, then the Buyer shall obtain the co-ownership of the new item at the time of the processing in relation to the value of the item subject to retention (purchase price plus value-added tax) with the other processed items.

(2) If the item subject to retention is mixed with the other items inseparably, then the Buyer shall obtain the co-ownership in the new item at the time of the mixing in relation to the value of the item subject to retention (purchase price plus value-added tax) with the other mixed items. If the mixing is done in a manner that the item of the Seller is regarded as the main item, then it is agreed that the Seller is transferring to the Buyer co-ownership proportionally; the Seller is safekeeping the sole property or co-property for the Buyer.

(3) To the extent that the value of the security rights exceeds the purchase price of all items subject to retention by more than 10% pursuant to Section (1) and/or Section (2) then the Buyer is obligated to release the security rights upon Seller's demand. Buyer is entitled to select the securities to be released.

(4) Buyer shall retain ownership of tools, forms, samples, and similar items; these items are to be used exclusively for the production of the goods ordered by Buyer. The Seller is obligated to insure the items at their original value at Seller's expense against damages caused by fire, water, and theft. The Seller is already now assigning all applicable damage claims from its insurance to Buyer; the Buyer accepts the assignment. The Seller is obligated to implement any applicable maintenance and inspection work as well as all servicing and repair work at their own expense and in a timely manner. Seller agrees to notify Buyer of any incidents immediately; if Seller omits this culpably, then claims for damages shall not be affected.

Section 7 Security Guidelines

Security Guidelines

The contractor (hereinafter CN) agrees to implement the work in accordance with the pertinent laws, regulations, and norms, as well as the regulations and rules of the German

Statutory Accident Insurance (DGUV, previously trade associations). Additionally, the Contractor agrees to adhere to the Saint-Gobain safety standards, to the extent that they include further regulations. Likewise, all laws, ordinances, and regulations that pertain to the environment shall be observed. Any questions pertaining to the applicable regulations must be clarified immediately with the Coordinator appointed by Saint-Gobain Glass Deutschland GmbH / Flachglas Torgau GmbH (hereinafter SGGD).

CN agrees to implement the risk assessments relating to the executed work pursuant to the Factories Act which shall be submitted to the SGGD upon demand. They constitute the basis of the information to the CN staff. CN agrees to observe the statutory work times.

The responsible local parties and superiors of CN shall be informed and instructed comprehensively. CN shall appoint a coordinator who is authorized to instruct the appointed workforce and who works closely with the coordinated appointed by Saint-Gobain Glass. Prior to the start of work, CN's workforce shall be instructed regarding the special dangers which result from the instruction by the SGGD coordinator. CN is not authorized to commence work without implementing the instruction.

The documentation of the instruction can be shown at any time. In accordance with the risk assessment, the following work shall only be implemented upon written release which shall be requested from the SGGD coordinator:

- Work with open flames (burning, welding, cutting, etc.)
- Work in confined areas
- Work in automatically controlled areas, closed systems or dangerous machines
- Working on live systems
- Work in dangerous altitudes/roof work
- Work with explosives
- Work with security systems
- Work at water areas
- Excavation work

The respectively established procedure of the individual releases shall be observed.

All facilities shall be created with precautions taken that are necessary for the implementation of work and avoidance of endangering other employees. The SGGD coordinator is authorized to stop the work in the case of infringement.

CN agrees to equip the workforce with the necessary safety equipment (PSA) which derives from the risk assessment and is instructed in writing to wear it. Furthergoing instructions of the plant which derive from the Saint-Gobain safety standards shall be observed and implemented.

The Contractor shall ensure and assume liability if its workforce that is working locally has the necessary qualifications and the necessary driver's licenses, driving permits, and medical examinations. This can be documented upon request (training certificates, etc.).

All contractor employees must have the necessary residence and work permits, if applicable. If workers do not speak German, then the SGGD coordinator must be notified prior to the start of the work and authorize their work explicitly.

We would like to explicitly state that the engagement of subcontractors and the creation of work communities is only permitted with the client's approval. If it is granted, then all terms and conditions between the client and the contractor must be imposed also on the subcontractor. The documentation regarding the commitment to these contractual duties can be shown upon demand at any time.

SGGD shall not provide any work and auxiliary products; contractor is not authorized to use the workshops. Every equipment that CN brings to the premises of SGGD meets the statutory specifications and has been examined in accordance with the pertinent regulations. Current recordings regarding examinations and certificates shall be brought along.

Dangerous substances, which cause a danger to the employees or the environment, shall be announced prior to bringing them into the plant.

The necessary safety measures and occupational health examinations must be coordinated with the coordinators and recorded in writing.

AN is obligated to inform the SGGD coordinator immediately of any insufficient safety measures as soon as CN becomes, or should become, aware of them.

The SGGD coordinator shall be notified immediately of all accidents. The SGGD coordinator shall receive a copy of all accident notifications, accident reports and accident analyses, which are created for SGGD in connection with the work.

All waste from the implementation of work shall be removed by CN. CN is not authorized to use the waste disposal system of SGGD.

In the case of an infringement of the aforementioned binding regulation, CN agrees to pay a contract penalty in the amount of EUR 250 for each individual case. The assertion of further claims or contract penalties due to other obligations shall remain unaffected hereby. Shutdowns and work interruptions due to unfavorable safety conditions do not authorize the AN to claim damages

Section 8 REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals)

For adherence of applicable laws & ordinances for the protection of health and the environment

The considerate interaction with the environment and the observance of health and work safety are substantial components of the principles of conduct and principles of action of the Saint-Gobain Group.

The supplier agrees to observe all pertinent laws and ordinances regarding chemicals, which are to be sold to the Customer. It is irrelevant in regards to whether the chemicals are to be delivered in order, to be used individually or in chemical preparations (also chemical mixes), or whether they are used in products or in their packages.

The supplier explicitly agrees to observe the REACH ordinance (EU) No. 1907/2006 regarding the registration, assessment, admittance and limitation of chemical substances. Supplier furthermore agrees to observe the CLP ordinance (EU) Nr. 1272/2008 regarding the classification, labeling and packaging of substances and mixtures.

In accordance with the European REACH ordinance, the supplier guarantees that the substances subject for registration, which are made available within the framework of current contracts, have been preregistered at the European Chemicals Agency and/or have already been registered by the supplier and/or are registered within the deadlines established by the European REACH ordinance or if supplier has its seat outside of Europe by an affiliated company with the seat in Europe or by a sole representative. The aforementioned registration must cover all uses of these substances by the customer. The supplier agrees furthermore to disclose the registration numbers of the registered substances.

In the event that the substances delivered be subject to a license or restriction then the supplier agrees:

- With regard to substances which are subject to a license, only to deliver those substances which are admitted properly for the usage intended by the Customer;
- With regard to substances which are subject to a restriction, only to deliver those substances which meet the restriction requirements of the European REACH ordinance;
- To inform the Customer directly about intended changes of the substances pertaining the relevant ordinance (in particular in the case of a prohibition of their usage) and to inform about any possible substitute.

The substances, regardless of whether they are used individually, in chemical preparations (or mixtures) or in goods must be delivered:

- In a package which meets the labeling and packaging regulations for chemicals, established by the Ordinance (EC) No. 1272/2008 for classification, labeling and packaging of substances and mixtures (CLP Regulation),
- Accompanied by all necessary information which enables the Customer to use the chemical substances completely safely. If, pursuant to valid regulations, it becomes necessary then the supplier agrees to hand out to the Customer the pertinent safety data sheets in the language of the target country. The safety data sheets follow the applicable regulations, both European as well as national regulations, and include in particular the exposure scenarios for the usage of the delivered substances intended by the Customer. The supplier must update the safety data sheets on a regular basis and shall notify the Customer of these changes, as required by the regulations, at the minimum every 3 years. In case that such safety data sheets are not prescribed, the supplier agrees to provide the Customer with all information from Section 32 of the REACH ordinance (*Information obligation to the downstream suppliers for substances on their own and in preparation for which no safety data sheet is required*).
- Additionally the supplier agrees to inform the Customer when the delivered goods and their packages contain a substance of very high concern in a concentration > 0.1 weight percentage, as soon as it is included in the candidate list defined by the European REACH ordinance (candidate list of substances of very high concern for which a license is required - Annex XV). Due to the fact that the candidate list must be updated on a regular basis the supplier must monitor it and, if need be, immediately inform the Customer of any changes.

The supplier agrees to inform the Customer at least six (6) months in advance during the term of the current contract if the supplier changes the components and/or the technical specifications of the supplied substances or mixtures or goods or discontinues the sale. The supplier is obligated to adhere to all amendments of the regulation, including the European REACH and CLP regulation, during the term of the contract and to adjust the supplier's obligation towards the Customer pursuant to these regulations. In the case of noncompliance to its obligations which are outlined in the REACH and CLP regulations and this current clause, the supplier shall be liable to the Customer within the framework of applicable law. Any liability limitations possibly agreed in this Contract shall not apply in this case expressly.

Section 9 Buyer's Documents

Buyer reserves the property rights, copyrights, and any applicable industrial property rights in graphics, drawings, samples and other documents ("**Documents**"). This also applies to documents which are not explicitly classified as "confidential." The express written consent by Buyer is required prior to the disclosure of documents to a third party.

Section 10 Warranty Service, Seller's Liability for Damages

(1) The Buyer is entitled to statutory claims to their fullest extent in the case of a deficiency. Buyer is especially entitled to the right to request the Seller removes the deficiency or the delivery of a new item at Buyer's discretion. Buyer expressly reserves the right to claim damages, including damages instead of service irrespective of the degree of blame and in full amount.

(2) Those product descriptions at least shall be deemed as agreement on the specific nature within the meaning of the law which have become the scope of the respective contract - particularly by name or reference in Buyer's order - or have been included in the contract in the same manner as the General Purchase and Service Conditions. In that case regardless of whether the product description originates from the Buyer, the Seller, or the manufacturer.

(3) Deviating from Section 442 Para. 1 Page. 2 BGB the guarantee for deficiencies service rights shall apply without restriction if the defect was unknown to the Buyer at the time of contract conclusion due to gross negligence.

(4) Seller shall bear the costs incurred during the testing and subsequent repair even if it turns out that there was no defect. Buyer's liability for damages in the case of unjustified request for the removal of defects shall remain unaffected, provided that the Buyer has noticed or did not notice due to gross negligence that no defect was given.

(5) If the Seller does not comply with Seller's obligation of supplementary performance within a period set by Buyer then Buyer is entitled to remove the defect or acquire a replacement at the cost of Seller or by a third party. If the Seller does not comply with the supplementary performance or is it intolerable for the Buyer (e.g. due to a dire urgency, endangerment of the operational safety, or imminent occurrence of disproportionate damages) or if it is seriously and finally refused by Seller, then the fixed grace period is not necessary; however, the Buyer agrees to inform the Seller immediately, if possible beforehand, regarding the fulfillment by itself and/or by a third party.

(6) The statute of limitation is 36 months, counting as of delivery pursuant to Section 4 (1) and/or acceptance. Longer statutory statutes of limitation shall not be affected hereby.

(7) The Seller is liable for damages for each degree of fault in full amount pursuant to statutory provisions.

Section 11 Supplier Recourse

The statutory provisions (Sections 478, 479 BGB) apply to supplier recourse. They shall also apply if the merchandise was further processed by the Buyer or another customer prior to its sale to a consumer (e.g. by mounting into another product).

Section 12 Product Liability, Insurance

(1) To the extent that the Seller is responsible for a product damage, its cause lies within Seller's sphere of control and organization and if Seller himself is liable vis-à-vis third parties, he is obligated to indemnify the Buyer from third-party claims upon first request.

(2) Within the framework of his obligation to indemnify Seller is also obligated to reimburse any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB, which result from, or related to, a possibly recall measure implemented by Buyer. Buyer agrees to inform Seller regarding the content and scope of the implemented recall measures - to the extent possible and feasible - and give him the opportunity to presents his comments. Other statutory claims shall remain unaffected.

(3) The Seller is obligated to take out and maintain a product liability insurance with a lump-sum coverage of at least 1 Mio. EUR per person / property damage. Any further going claims for damages by Buyer shall remain unaffected hereby.

Section 13 Property Rights

(1) The Seller guarantees that no third-party property rights were infringed within the Federal Republic of Germany in connection with his delivery.

(2) If the Buyer is taken into regress by a third party due to such rights, then the Seller is obligated to indemnify the Buyer upon initial written request from these claims; the Buyer is not authorized to come to an agreement with the third party - without approval by Seller - in particular not to come to a settlement.

(3) Seller's obligation to indemnify refers to all expenses which Buyer necessarily incurs from or in relation to the use by a third party, provided that the Seller does not proof that he is not liable for the property rights infringement.

(4) The statute of limitation for these claims is 36 months, counting as of delivery pursuant to Section 4 (1) and/or acceptance.

Section 14 Global Compact and Saint-Gobain Supplier Charta

The supplier is aware that the Saint-Gobain Group adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, an integral part of the Group's Responsible Development policy.

The Saint-Gobain Group notably expects its suppliers:

- to participate as much as possible in the development of the country they operate in;
- to comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labor Organization concerning work-

- ers' rights, especially in the area of social security, working hours, conditions and compensation; to refrain from resorting to any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors;
- to take the necessary steps to ensure occupational health and safety; for their own activities they implement a policy aimed at identifying and preventing health and *safety risks*; to *inform the Saint-Gobain Group of any hazards or risks associated with* their products or interventions on Saint-Gobain sites; to implement policies on managing and improving their manufacturing processes, which are designed to limit their environmental footprint throughout the life cycle of the products they supply.
 - to carry on their activities in strict compliance with applicable domestic and international legal standards.

The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers Charter" appended to the Agreement.

The supplier declares that he has read this Charter and complies with its principles. As a consequence, the supplier agrees that Saint-Gobain can conduct audits in order to verify compliance with the Charter.

Section 15 Governing Law and Place of Jurisdiction

(1) The Law of the Federal Republic of Germany shall apply with the exclusion of UN purchasing law (CISG).

(2) Place of fulfillment is Buyer's headquarters.

(3) Place of Jurisdiction is the Buyer's headquarters; however, the Buyer reserves the right to take the Seller to court at Seller's general place of jurisdiction.