

**GENERAL TERMS AND CONDITIONS OF CONTRACTS
ON THE SUPPLY AND SALES OF GOODS AND SERVICES TO
SAINT-GOBAIN CONSTRUCTION PRODUCTS POLSKA SP. Z O.O.,
dated 1 January 2018**

Preamble

These General Terms and Conditions of Contracts, hereinafter referred to as “**GTC**”, constitute general terms and conditions of supply contracts and sales contracts within the meaning of art. 348 § 1 of the Civil Code and apply to contracts concluded by Saint-Gobain Construction Products Polska Sp. z o. o. as the **Ordering Party** with legal and natural persons conducting business activities (with their registered office / place of residence in the European Union), each of whom is hereinafter referred to as the “**Supplier**”.

The Supplier is an entity which is professionally engaged in performing activities and which is obliged to abide by relevant legal regulations in force and the principles of technical expertise while performing them. The Supplier declares that it will perform the type and scope of the works with utmost care, in compliance with the legal regulations in force, in a professional manner and with due diligence, and that it possesses relevant skills, licenses, professional qualifications, equipment and fittings necessary to perform the subject of the Contract.

In case of supplies or sales from abroad, relevant INCOTERMS 2010 formulas referred to in these GTC shall apply. If these GTC provide for the application of several INCOTERMS 2010 formulas, the relevant formula shall be defined in the order placed by the Ordering Party, and should the order not define the formula, the DDP formula shall apply.

The Ordering Party and the Supplier are also jointly referred to as “**the Parties**”.

§ 1

[Subject of the Contract]

The Ordering Party concludes a contract with the Supplier (“**the Contract**”) in the procedure set forth in § 2.

§ 2

[Conclusion of the Contract]

The Contract is concluded in compliance with the provisions of the Civil Code, and in particular in a situation where:

- a) the Supplier has accepted the offer to conclude the Contract submitted by the Ordering Party in the form of an order containing GTC;
- b) the Supplier commences the performance of the Contract having received the offer submitted by the Ordering Party in the form of an order containing GTC.

§ 3

[Conditions of Goods Supplies or Sales, Transfer of Risk of Accidental Loss or Damage of Goods]

1. The Supplier executes the supply of goods to the registered office of the Ordering Party or to any other location defined by the Ordering Party or with the mediation of a carrier appointed by the Ordering Party. The Supplier covers the costs of transport of the goods if the goods are delivered to the seat of the Ordering Party or to any other location defined by the Ordering Party, as well as cost of supplying and entrusting the goods to the carrier in a situation where the Supplier entrusts the goods to the carrier. The Ordering Party covers the costs of goods unloading in its registered office or in any other location it defines, as well as the costs of the carrier appointed by the Ordering Party.
2. The acceptance of goods by the Ordering Party takes place on the basis of a written hand-over report signed by both Parties. Prior to handing the goods over and signing the hand-over report, the Ordering Party has the right to carry out a technical inspection of the goods. Should the technical inspection reveal that the supplied goods or samples thereof do not satisfy the requirements or parameters resulting from the order or mandatory legal regulations (including Polish Standards or Community Standards), the Ordering Party shall have the right to return the goods to the Supplier at the Supplier's expense and to charge the Supplier with a contractual penalty in compliance with § 15. The technical inspection of the goods carried out upon the Ordering Party's request does not affect the scope of the Supplier's responsibilities by way of guarantee and statutory warranty.

3. The Supplier is fully responsible for the supplied goods until the time when the Ordering Party signs the hand-over report, and if the goods are to be assembled, until the time when the Ordering Party signs a report on the acceptance of the assembly service.
4. If the goods are delivered by a foreign Supplier, the goods acceptance procedure shall be governed by the formula FCA or DDP.
5. The Supplier is obliged to pack the delivered goods properly, in compliance with the legal regulations in force, the characteristics of the goods, in the manner corresponding to the type of transport and securing the goods for the time of transport. The costs of transport shall be borne by the Supplier.
6. The Supplier is obliged to provide the Ordering Party with accurate and precise data on the delivered goods, in particular data relating to their dimensions, weight, and special requirements relating to their storage. Furthermore, the Supplier is obliged to provide the Ordering Party with all documents necessary to utilise and apply the supplied goods properly, including all technical specifications, quality certificates, and safety manuals.
7. The Supplier shall be obliged to rectify all damages and reimburse all expenses (in particular those connected with submitted claims, demands, commenced procedures, imposed fines, damage to vehicles and other devices used for the goods loading, unloading, and transporting) suffered by the Ordering Party in connection with non-provision or incorrect provision of information and documents referred to in section 6 above.

§ 4

[Transfer of Ownership Rights]

The ownership right to the goods is transferred onto the Ordering Party as of the signing of the goods acceptance report. As of the same time all burdens connected with the goods and the risk of their accidental loss or damage get transferred onto the Ordering Party, as well.

§ 5

[Service Acceptance Conditions]

1. The Supplier provides services to the Ordering Party in the Ordering Party's registered office, unless the Parties agree on any other place of providing services.
2. The Ordering Party's acceptance of the provided service takes place based on a written acceptance report signed by both Parties. Prior to signing the service acceptance report, the Ordering Party has the right to verify the correctness of the provided service. Should such a verification reveal that the provided service does not satisfy the requirements or parameters resulting from the order or mandatory legal regulations (including Polish Standards or Community Standards), the Ordering Party shall have the right to refuse to sign the acceptance report and to act in accordance with the provisions of § 15 section 2 below.
3. The Supplier is obliged to provide the Ordering Party with accurate and precise information on the provided service and all required technical specifications, quality certificates, and safety manuals.
4. The Supplier shall be obliged to rectify all damages and reimburse all expenses (in particular those connected with submitted claims, demands, commenced procedures, imposed fines) suffered by the Ordering Party in connection with non-provision or incorrect provision of information and documents referred to in section 3 above.
5. The service acceptance shall be also understood as the acceptance of the assembly of services supplied by the Supplier.

§ 6

[Customs Duties]

1. The Supplier is responsible for the preparation of all documents and information necessary for the import customs clearance of the supplied goods in Poland. The Ordering Party shall not be obliged to verify the correctness, accuracy and authenticity of documents and information provided by the Supplier and relating to customs duties. The Supplier is liable towards the Company for all damages and expenses caused by the non-provision, late provision or incorrect provision of documents and all information necessary for the performance of customs clearance of the supplied goods.
2. In all other cases not regulated in section 1, the DDP formula shall apply.

§ 7

[Sales Price, Payment Terms, Additional Fees and Costs]

1. The sales price or remuneration for providing services results from a separate agreement concluded between the Parties or from an offer submitted by the Ordering Party. The price is fixed and is subject to no changes. If the price is expressed in EUR, and the Supplier is a Polish entity, the price in EUR shall be converted into PLN according to an average EUR-PLN exchange rate communicated by the National Bank of Poland on the date of issue of the invoice or on the day preceding the date of issue of the invoice and valid on the date of issue of the invoice. The invoice must specify the exchange rate applied in the conversion and the number of the exchange rate table.
2. The Ordering Entity is not obliged to pay any additional fees to the Supplier nor to reimburse any costs to the Supplier, unless the Parties agree otherwise or these GTC provide otherwise.
3. If the supply of goods is performed by a foreign Supplier, the costs of goods supplies or sales are subject to the DDP formula.

§8

[Payment Schedule]

1. The Ordering Party is obliged to pay the Supplier for the purchased goods or provided service within the time limit and according to the conditions agreed by the Parties, and in the absence of such an agreement within 60 days after the date of issue of the invoice. The Supplier shall issue an invoice not earlier than after the Ordering Party signs the hand-over document referred to in § 3 section 2 and/or the service acceptance report referred to in § 5 section 2.
2. The invoice must specify the Ordering Party's order number. The lack of the order number or incorrect order number on the invoice is equivalent with the Supplier's consent to have the payment term prolonged by an additional period necessary to identify the person who has placed the order.
3. The date of payment shall be the date when the Ordering Party's payment is credited on the Supplier's bank account. The Supplier has the right to charge the Ordering Party with statutory interests for delayed payment of the price, if the delay exceeds 30 days, whereas the total amount of the interests payable to the Supplier due to the delay in payment shall not exceed 10% of the price or remuneration, respectively.

§ 9

[Training]

Upon the Ordering Party's request the Supplier commits to conduct a free of charge training in the Ordering Party's registered office or in any other location determined by the Ordering Party, devoted to the operation of the supplied goods.

§ 10

[Supply of Spare Parts, Operation and Storage of Materials and Tools]

1. The Supplier is obliged to provide the Ordering Party with an opportunity to order spare parts to the supplied goods for a period of 10 years after the date of signing of the document confirming the goods acceptance, or to supply a technical specification enabling the Ordering Party to manufacture spare parts on its own or to order such spare parts at other producers' or suppliers', unless the manufacture of spare parts or ordering them at other producers' or suppliers' is limited due to the protection resulting from the industrial or intellectual property rights. The Supplier is obliged to notify the Ordering Party on all industrial or intellectual property rights relating to spare parts to the goods.
2. The Supplier commits to draw up a list of spare parts to the goods which are the subject of the supply and append it to documents relating to the supplied goods. The list shall contain a description of strategic spare parts, which are indispensable for the correct use of the supplied goods by the Ordering Party.

§ 11

[The Ordering Party's Supervision over Good Performance of the Contract]

At any time during the term of the Contract the Ordering Party has the right to request that the Supplier delivers or provides access to all documents and information relating to the Supplier's performance of its obligations under the Contract, in particular in terms of the preparation and execution of the delivery of the goods, performance of obligations under customs regulations, and technical support in the guarantee period. The Supplier is obliged to immediately provide the Ordering Party with all requested documents and information relating to the performance of the Supplier's obligations under the Contract.

§ 12

[Safety]

1. When staying within the premises of the Ordering Party or in any other location determined by the Ordering Party in connection with the performance of the obligations under this Contract (including within the scheme of the technical support in the guarantee period) the Supplier is obliged to comply with all internal safety regulations and instructions in force in the Ordering Party's premises. The Supplier has the right to request that the Ordering Party produces the aforementioned regulations and instructions.
2. The Ordering Party has the right to demand that the Supplier pays contractual penalties resulting from the OHS Rules due to the Supplier's failure to adhere to the OHS regulations when performing works in the Ordering Party's premises by the Supplier's employees and persons working at the performance of works for the Supplier under another legal relationship.
3. The Supplier's liability determined in section 2 also covers employees of subcontractors and persons working on the performance of works for the Supplier under another legal relation.

§ 13

[The Supplier's Liability under Statutory Warranty for Physical and Legal Defects]

1. The Supplier represents and guarantees to the Ordering Party that the supplied goods are free from any physical and legal defects, including any encumbrances of any third parties. The Supplier guarantees that the goods sold are consistent with the Polish Standards in force (with relevant European Community Standards to the extent they replace the Polish Standards) or with internal standards in force at the Ordering Party's, which the Ordering Party is obliged to communicate to the Supplier.
2. The Supplier is liable for physical and legal defects of the goods sold under statutory warranty according to the principles resulting from the provisions of the Civil Code.
3. Should the Supplier be in delay in the performance of its obligations under the statutory warranty for defects, the Ordering Party shall have the right to commission the task of eliminating the defects of the goods to another entity at the Ordering Party's discretion or to purchase goods free from defects at the Supplier's expense and risk (substitute performance).
4. The Ordering Party has the right to file a defect notice in writing by mail or fax.
5. If the Supplier does not refuse to acknowledge the Ordering Party's complaint in writing within 21 days after the receipt of the complaint, it shall be equivalent with the Supplier's confirmation of the legitimacy of the complaint filed. In such an event the notice referred to in section 4 above constitutes evidence of the defect and its scope.
6. In the period when the defect in the supplied goods is being eliminated, the Supplier is obliged to provide the Ordering Party with replacement goods or a replacement device at the Supplier's expense and risk.
7. If the complaint is acknowledged due to the existence of a defect reducing the value of the supplied goods, the Supplier shall be obliged to issue a corrective invoice within 7 days after the date when the complaint gets acknowledged, for an amount corresponding to the acknowledged complaint, and to return the amount of the correction to the Ordering Party within 30 days after the date of issue of the corrective invoice.

§ 14

[Quality Guarantee]

1. The Supplier grants a quality guarantee to the Ordering Party for the supplied goods and/or provided service for a period agreed upon between the Parties, and in the absence of such an agreement for a period specified in the Ordering Party's order, running since the date of the Ordering Party's receipt of the goods. The Supplier commits to eliminate any physical defect in the supplied goods or to supply goods free from any defects immediately, not later, however, than within 14 days after the date of a complaint filed by the Ordering Party. Within the same time limit the Supplier is obliged to notify the Ordering Party on the manner of eliminating the defect.
2. When eliminating the defect in the supplied goods under guarantee the Supplier commits to make every effort to eliminate the cause of the defect and not merely its consequences. A defect in the supplied goods should be eliminated in the Ordering Party's registered office or in any other location determined by it, if possible.
3. If the Supplier is in delay with the performance of its obligation resulting from the granted guarantee, the Ordering Party shall have the right to commission the task of eliminating defects in the goods to another entity or to purchase goods free from defects at the Supplier's expense and risk, at the Ordering Party's discretion (substitute performance).

4. If the Supplier repairs the goods twice under the guarantee granted and it proves futile, the Ordering Party shall have the right to demand that the goods are replaced with items free from defects.
5. The Ordering Party has the right to file a defect notice in writing by mail or fax. If the Supplier does not refuse to acknowledge the Ordering Party's complaint in writing within 21 days after the receipt of the complaint, it shall be equivalent with the Supplier's confirmation of the legitimacy of the complaint filed. In such an event the notice constitutes evidence of the defect and its scope.
6. In the period when the defect in the supplied goods is being eliminated, the Supplier is obliged to provide the Ordering Party with replacement goods or a replacement device at the Supplier's expense and risk. If the complaint is acknowledged due to the existence of a defect reducing the value of the supplied goods, the Supplier shall be obliged to issue a corrective invoice within 7 days after the date when the complaint gets acknowledged, for an amount corresponding to the acknowledged complaint and to return the amount of the correction to the Ordering Party within 30 days after the date of issue of the corrective invoice.
7. As of the moment of the goods replacement or repair, the guarantee period towards the subject of replacement or repair runs anew. Notwithstanding the above, the guarantee period shall be extended by the time during which the Ordering Party was not able to use the goods due to a defect in the supplied goods covered with the guarantee.
8. The Supplier grants the Ordering Party with a quality guarantee for spare parts to the supplied goods according to the conditions resulting from this § 14.

§ 15

[Liability for Non-Performance or Bad Performance of the Service]

1. The Supplier declares and guarantees to the Ordering Party that the Supplier will provide the service with due diligence, in compliance with the principles of technical expertise and the Polish Standards in force (or with relevant European Community Standards to the extent they replace the Polish Standards) or with internal standards in force at the Ordering Party's, which the Ordering Party is obliged to communicate to the Supplier.
2. In the event of the Supplier's failure to perform or its bad performance of the obligations defined in the Contract, the Ordering Party shall have the right to call the Supplier to perform the commissioned work duly and within the specified time limit, however, not shorter than 7 days. If this time limit expires ineffectively, the Ordering Party shall have the right to withdraw from the Contract fully or partially. Should the Ordering Party withdraw from the Contract fully for reasons referred to above, the Ordering Party shall not be obliged to pay any remuneration to the Supplier. Should the Ordering Party withdraw from the Contract partially, the Ordering Party shall be obliged to pay remuneration exclusively for a part of the service which is not the cause of the withdrawal.

§ 16

[Parties' Liability for Non-Performance or Bad Performance of the Contract]

1. The Supplier is responsible for its subcontractors' actions and omissions in the same way it is responsible for its own actions and omissions.
2. In the event of a delay in the supply of goods or providing the service under the Contract, the Supplier shall pay the Ordering Party a contractual penalty in the amount equal 1% of the total value of the order the performance of which is delayed, for each day of the delay. If the Supplier is in delay with the supply of goods and providing the service for more than 30 days, the Contracting Entity shall have the right to withdraw from the Contract and: (i) demand that the Supplier pays a contractual penalty in the amount equal 100% of the value of the order the performance of which is delayed, or respectively (ii) purchase goods of the same type and in the same quantity from a third party at the Supplier's expense and risk or commission the performance of such a service to a third party at the Supplier's expense and risk. If the value of the damage suffered by the Ordering Party resulting from the delay in the supply of the goods exceeds the amount of the stipulated contractual penalty, the Ordering Party has the right to claim compensation in the part exceeding the amount of the penalty.
3. The Parties are not liable for non-performance or bad performance of the Contract caused by force majeure. For the purposes of the Contract, force majeure shall stand for the following circumstances:
 - a. Circumstances not caused by any of the Parties and beyond their control,
 - b. Circumstances unpredictable as of the conclusion of the Contract,

- c. Circumstances which cannot be overcome without considerable difficulty and costs, and
- d. Circumstances which render it impossible to perform or considerably hinder the performance of the Parties' obligations under the Contract.

In particular, in compliance with the above definition, the following circumstances shall be regarded as force majeure: natural disasters or other extraordinary events connected with the forces of nature, wars, riots, general strikes, all sorts of accidents, fires, and explosions.

§ 17

[Industrial Property]

1. The Supplier declares and guarantees to the Ordering Party that the conclusion and performance of this Contract does not violate any intellectual or industrial property rights of any third parties.
2. Should any third party take a legal action against the Ordering Party due to the violation of intellectual or industrial property right relating to the supplied goods or provided service, their marking, trade name, concept, invention or technological information relating to the supplied goods / provided service, the Supplier commits to indemnify and release the Ordering Party from liability towards third parties resulting from the violation of any industrial and intellectual property rights of such parties. In particular, the Supplier commits to rectify any damage suffered by the Ordering Party due to the fact that the Contract has violated intellectual or industrial property rights of third parties and commits to reimburse all Ordering Party's costs and expenses incurred due to such violation.

§ 18

[Notices]

All correspondence between the Supplier and the Ordering Party relating to the conclusion or performance of the Contract shall be executed in writing or via electronic mail to addresses the Parties communicate to each other in writing.

§ 19

[Subcontracting]

The Supplier's conclusion of a contract with any subcontractor requires the Ordering Party's written consent.

§ 20

[Confidentiality]

Each Party commits to observe the confidentiality of all essential technical, economic, or commercial information obtained during negotiations between the Parties and during the performance of the Contract, unless the obligation to disclose such information to specific persons or institutions results directly from mandatory legal regulations.

§ 21

[Governing Law]

The Parties agree that all matters not regulated in these GTC to the contract shall be governed by the Polish law, with the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.

§ 22

[Disputes]

All disputes resulting from the terms and conditions of the Contract, including these GTC, shall be submitted by the Parties to a common court of law with the jurisdiction over the Ordering Party's registered office for settlement. These GTC are applicable since the date of service thereof to the Supplier by the Ordering Party until the day of replacing them with subsequent general terms and conditions of contracts on supplies, sales, or providing services stipulated by the Ordering Party.