



General Terms and Conditions of Purchase and Service of SAINT-GOBAIN Abrasives GmbH / SAINT-GOBAIN Diamantwerkzeuge GmbH Germany

As at: 01/2024

Section 1 Scope

(1) All purchases and orders by SAINT-GOBAIN Abrasives GmbH und SAINT-GOBAIN Diamantwerkzeuge GmbH Deutschland ("Buyer") from commercial entities in the sense of Section 14 BGB (German Civil Code), a legal person under public law or a special asset under public law ("Seller") (collectively "the Parties") are subject exclusively to the Buyer's General Terms and Conditions of Purchase (the "General Terms and Conditions of Purchase").

(2) Regardless of whether the GTCP are explicitly agreed again, they shall also apply to all the Buyer's future purchases and orders. The version current when the contract is concluded shall always apply. The Buyer shall immediately inform the Seller of new versions of the General Terms and Conditions of Purchase.

(3) The Buyer shall not recognise the Seller's terms and conditions where these contradict or deviate from the General Terms and Conditions of Purchase, unless it has explicitly agreed that they should apply. The General Terms and Conditions shall apply even if the Buyer accepts a delivery or other service from the Seller without reservation or provides a contractually agreed service without reservation in full knowledge of terms and conditions on the part of the Seller which contradict or deviate from the General Terms and Conditions.

Section 2 Business preparation, conclusion of contact, other declarations

(1) Regardless of whether a contract comes into being or not, expenses incurred by the Seller for visits, drafts, samples, templates, cost estimates, offers etc. in the course of business preparation shall not justify a cost obligation or other liability on the Buyer's part.

(2) The Buyer's orders are always non-binding until submission or confirmation in text form by the Buyer. The Seller must inform the Buyer of any obvious errors (e.g. typing or mathematical errors) and gaps in the order, including the order documents, before accepting the order for the purposes of correction and/or completion; otherwise, the contract shall not count as concluded.

(3) Legally significant declarations and notices which the Seller has to submit to the Buyer or a third party require the written form.

(4) The Buyer and Seller may only use the business relationship for advertising ("referencing") with the other business partner's written consent.

Section 3 Delivery and performance period

(1) The delivery and performance times specified in the order are binding. If it looks unlikely that the Seller will be able to comply with agreed delivery or performance times, it is obliged to inform the Buyer of this immediately in text form.

(2) In the event of a delay in delivery or performance the Purchaser shall be entitled – in addition to contractual fulfilment - to demand a contractual penalty for every commenced working day of delay amounting to 0.1 % of the order amount per commenced week, however, up to a maximum of 5 % of the total order sum. The Purchaser can assert the penalty up to the final payment. Further legal claims shall remain unaffected; with regard to claims for damages Sec. 340 para. 2 BGB (German Civil Code) shall apply.

Section 4 Delivery, documents, transfer of ownership

(1) Unless otherwise agreed, deliveries shall be "Delivered At Place" (DAP; Incoterms 2020) to the location given in the order.

(2) All deliveries must be accompanied by a delivery note providing the date (date of issue and shipment), content of the delivery (item number and quantity) and the Buyer's order ID (date and number). Separately to the delivery note, the Buyer must on request be sent a dispatch note with the

same content. The Buyer is not responsible for delays in processing or payment resulting from breaches of the above conditions.

(3) Subcontracts for deliveries and services may only be awarded with the Buyer's written consent, except for insignificant deliveries, marketable parts or insignificant ancillary services.

(4) Devices must be delivered along with a technical description and user manual in German, and software products with the full documentation (especially the operating instructions). Programs tailor-made for the Buyer must also be delivered along with the source code for the program.

(5) Ownership of the goods shall be transferred to the Buyer on payment at the latest. Any extended or expanded reservation of title is excluded.

(6) Where deliveries and services are not provided by the Federal Republic of Germany, but rather from another EU Member State, the EU VAT ID no. should be given.

Section 5 Prices and terms of payment

(1) The price given in the order is binding and applies unless otherwise agreed for DAP deliveries. All prices include statutory VAT, even if this has not been separately indicated.

(2) Unless otherwise agreed, the price includes all the Seller's services and ancillary services (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, transportation costs including any transport and liability insurance). The Seller must take packaging material back at the Buyer's request.

(3) Unless otherwise agreed, the agreed price shall fall due for payment within thirty calendar days from the completion of the delivery and service (including any agreed discount) and receipt of a proper invoice. If the Buyer pays within fourteen days, it is entitled to deduct 3% from the net invoiced amount.

(4) The Buyer can only process invoices if they provide the order number given in the order; the Seller shall be responsible for any consequences of failure to comply with this obligation, unless it proves that it was not at fault.

(5) The Buyer shall not owe any interest on maturity. The Seller's claim for the payment of default interest shall remain unaffected. Legal regulations apply to the beginning of default on payment. In every case, however, a reminder by the Seller shall be required.

(6) The Buyer shall have rights of offsetting and retention as well as the defence of an unfulfilled contract within the statutory scope. The Buyer is in particular entitled to retain due payments while it has claims against the Seller arising from incomplete or defective services.

(7) The Seller is only entitled to offset or retain payments if and insofar as its counterclaims are uncontested or have been made legally enforceable, or its counterclaims are based on the same contractual relationship.

Section 6 Safety and environmental protection

(1) The Seller's deliveries and services must comply with all statutory provisions which apply within the Federal Republic of Germany (especially those relating to safety and environmental protection, such as GefStoffV (Hazardous Substances Ordinance), ElektroG (Electrical Equipment Act) or GPSG (Product Safety Act), and the safety recommendations of the various responsible German professional bodies and associations (e.g. VDE, VDI, DIN). All relevant certificates, test certificates and evidence must be supplied free of charge without a request being made.

(2) In particular, the delivery of substances, concoctions or products which are banned from manufacture, use or sale by German law is prohibited. If the goods to be delivered are hazardous substances, this should be indicated in the Seller's offer, whereby the corresponding safety data sheets (in German or English) should be sent to the Buyer when the offer is made.

(3) The Seller bears sole responsibility for compliance with statutory occupational safety and work safety provisions, applicable accident prevention regulations and the Buyer's special safety regulations during the delivery process and provision of services, and must seek information from the Buyer in good time regarding the existence of any such safety regulations. If the manufacturer has issued safety instructions, these must be delivered free of charge along with the goods.

(4) The substances [and/or mixtures and/or articles], whether they are to be used on their own or in preparations or articles, must be supplied as follows:

- in packaging that complies with applicable standards for the labelling and packaging of chemicals, such as those established by the United Nations and set out in the Globally Harmonized System of Classification and Labelling of Chemicals (GHS),

- are accompanied by sufficient documentation to enable the purchaser to use them in complete safety.
- If required by the applicable regulations, the Supplier undertakes to provide the Buyer with the relevant safety data sheets (SDS).

Section 7 Buyer documents, provision, tools, forms etc.

(1) The Buyer shall retain right of ownership, copyrights and any commercial property rights to illustrations, drawings, templates and other documents (the "Documents"). This also applies to documents not explicitly marked as "confidential". Before forwarding documents to third parties, the Seller must obtain the Buyer's explicit written consent.

Insofar as the Purchaser provides parts (e.g. software, finished and semi-finished products) to the Supplier, he shall retain title to the same ("**retention of title**"). Any processing or transformation shall be carried out by the Supplier for the Purchaser. If the goods subject to the retention of title are processed with other products not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (purchase price plus value-added tax) to the other processed objects at the time of processing.

(2) If the goods subject to the retention of title are intermixed with other goods not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (purchase price plus value-added tax) to the other processed objects at the time of processing. If such intermixing is done in such a way that the Supplier's item is to be regarded as the primary item, the Supplier shall proportionately transfer co-ownership to the Purchaser; the Supplier shall preserve the sole ownership or co-ownership on behalf of the Purchaser.

(3) Insofar as the value of the security rights vested to the Purchaser pursuant to Section (1) and/or Section (2) does not exceed by 10 % the purchase price of all goods subject to reservation of title and not yet paid, the Purchaser shall be obliged to release the security rights at the request of the Supplier. The Purchaser shall reserve the right to select the securities to be released.

(4) The Purchaser shall reserve the right to the title of tools, forms, samples and similar objects: such objects are to be used exclusively for the manufacture of the goods ordered by the Purchaser. The Supplier shall, for his own account, be obliged to insure the objects against fire, water and theft. The Supplier shall cede as of now all rights to claim compensation from this insurance; the Purchaser shall accept the transfer of these rights.

The Supplier shall be obliged, at his own expense and in good time, to carry out any necessary maintenance and inspection work or repairs to the tools of the Purchaser. The Supplier shall immediately inform the Purchaser of any incidents or breakdowns; if he refrains from this culpably, compensation claims shall remain unaffected.

Section 8 Defect guarantee, Seller's liability for compensation

(1) The Seller owes defect-free deliveries and services, and in particular compliance with agreed specifications and guaranteed characteristics. Deliveries and services must be carried out according to the state of technology and safety requirements must be complied with.

(2) In the event of a defect, the Buyer shall have all the statutory claims. In particular, the Buyer is entitled to demand that the Seller rectify the defect or deliver a new item, according to the Buyer's preference. The Buyer explicitly reserves the right to compensation, including compensation instead of performance, for every degree of fault and in full.

(3) Those product descriptions which have become objects of the relevant contract or have been incorporated into the contract in the same way as the General Terms and Conditions of Purchase shall count in each case as agreements on quality in the legal sense. It makes no difference in this respect whether the product description comes from the Buyer, the Seller or the manufacturer.

(4) Otherwise than in Section 442 (1)(2) BGB, defect guarantee rights shall apply without limitation even if the Buyer was unaware of the defect when concluding the contract due to gross negligence.

(5) The Seller shall bear the costs it incurs for the purposes of testing and repair, even if it turns out that the goods were not actually defective. The Buyer's liability for compensation in the event of an unjustified demand for rectification of a defect shall remain unaffected if the Buyer knew, or did not know due to gross negligence, that no defect was present.

(6) If the Seller fails to fulfil its repair obligation within a reasonable period set by the Buyer, the Buyer shall be entitled to rectify the defect or procure a replacement at the Seller's expense, or to enlist third parties to do this. If the Seller's efforts at repair have failed or are not acceptable to the Buyer (e.g. due

to particular urgency, risk to operational safety or the threat of disproportionate damages), or the Seller seriously and finally refuses to make such efforts, there is no need for a period to be set; the Buyer shall inform the Seller immediately, or if possible beforehand, that it is carrying out the repair or replacement itself or having it carried out by third parties.

(7) The limitation period is 36 months, calculated from the day of delivery according to Section 4 (1) and/or acceptance. Longer legal limitation periods shall remain unaffected.

(8) The Seller shall be liable for compensation for each degree of fault and in the full amount according to the statutory provisions.

(9) The commercial obligation to inspect and report any defects is subject to the legal provisions (Sections 377, 381 HGB (German Commercial Code)) on the following proviso: The Buyer's obligation to inspect is related to defects which become apparent on external inspection of the incoming goods, including delivery notes, by the Buyer (e.g. damage in transit, defective or under-delivery) or which can be identified by spot checks in the Buyer's quality control procedures. If acceptance is agreed, no obligation to inspect shall apply. In all other respects, it shall depend on the extent to which an examination is feasible in the ordinary course of business, taking into account the circumstances of the case. The Buyer's obligation to report defects discovered later shall remain unaffected.

Section 9 Supplier's redress

(1) In addition to the claims for defects, the Buyer shall be entitled without limitation to its legally determined rights of recourse within a supply chain (supplier's redress according to Sections 445a, 445b, 478 BGB). In particular, the Buyer is entitled to demand from the Seller exactly the kind of supplementary performance (repair or replacement delivery) which the Buyer owes its customer in the individual case. The Buyer's statutory right to choose (Section 439 (1) BGB) is not limited by this.

(2) The Buyer's claims from supplier's redress shall apply even if the defective goods have been further processed by the Buyer or another commercial entity, e.g. by installation in another product.

Section 10 Product liability, insurance

(1) Where the Seller is responsible for damage to a product, the cause lies within its domain and organisational area and it is externally liable itself, it is obliged to release the Buyer from any third-party compensation claims at the first time of asking.

(2) Within the scope of its release obligation, the Seller must also reimburse any expenses, according to Sections 683, 670 BGB or according to Sections 830, 840, 426 BGB, arising from or in connection with a recall action carried out by the Buyer. The Buyer shall, where this is possible and reasonable, inform the Seller if the content and scope of the recall measures to be carried out and give it the opportunity to take up a position. Other legal claims shall remain unaffected.

(3) The Seller is obliged to take out and maintain product liability insurance with a flat insured amount of at least 5m euros per personal/material damage event. Further compensation claims on the part of the Buyer shall remain unaffected.

Section 11 Property rights

(1) The Buyer shall ensure that no third-party rights are breached in connection with its delivery.

(2) If a suit is brought against the Buyer by a third party in connection with such rights, the Seller is obliged to release the Buyer from such claims at its first written request; the Buyer is not entitled to make agreements without the Seller's consent, and in particular to reach a settlement.

(3) The Seller's release obligation covers all expenses which the Buyer necessarily incurs due to or in connection with the third-party suit, unless the Seller can prove that it is not responsible for the breach of obligation on which the breach of property rights is based.

(4) The limitation period for these claims is 36 months, calculated from delivery according to Section 4 (1) and/or acceptance.

Section 12 Export control

(1) The Seller must fulfil the applicable requirements of national and international export, customs and foreign trade law for all goods to be delivered and services to be rendered. The Seller must obtain any necessary movement or export permits, unless applicable export, customs and foreign trade law obliges not the Seller, but the Buyer or a third party to apply for these permits.

(2) The Seller must provide the Buyer as soon as possible, but at the latest 10 days before the delivery deadline, with all information and data which we require in order to comply with applicable export, customs and foreign trade law, movement and imports as well as in the case of resale of goods and services, especially for every good and service:

- the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (CCL) or the designation "EAR99" if the item is subject to the U.S. Export Administration Regulations. If the item is subject to the United States Munitions List or otherwise to the International Traffic in Arms Regulations (ITAR) we likewise request the list position;
- all correct export list positions (if the item does not fall under an export list position, this should be indicated with "AL: N");
- the statistical item number according to the current item classification for foreign trade statistics and the HS (Harmonized System) Code;
- the country of origin (non-preferential origin) and
- where requested by the Buyer: supplier declarations on preferential origin (for European sellers) or certificates for preferences (for non-European countries) ("export control and foreign trade data")

(3) In the event of changes to the origin or characteristics of the goods and services or the applicable export, customs and foreign trade law, the Seller must update the export control and foreign trade data and share them with us in writing as soon as possible, but at the latest ten days before the delivery date. The Seller shall bear all expenses and damages which we incur due to missing or inaccurate export control and foreign trade data.

(4) It is the policy of Saint-Gobain Corporation to purchase products from our supply chain that are responsibly sourced. All suppliers will take reasonable steps to ensure that purchased raw materials and parts/components for use in Saint-Gobain products, and which contain Tantalum, Tin, Tungsten, MICA, Cobalt or gold are not "Conflict Minerals" sourced from the Democratic Republic of the Congo and surrounding countries ("DRC countries")

Section 13 PRODUCT COMPLIANCE

(1) The Products shall conform to all environmental and health regulations in force applicable to such Products including, but not limited to, the following ones and their developments: (i) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); (ii) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"); (iii) Regulation (EU) No 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants ("POPs"); (iv) the consolidated version of the Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP"); (v) any national legislation adopted by a Member State of the European Union to implement REACH, RoHS, POPs or CLP or any other environmental or health regulations; and (vi) any other similar regulation of any jurisdictions applicable within the framework of this Agreement. On first request of the Purchaser, the Supplier shall provide the Purchaser with proof of compliance with the foregoing in the form requested by Purchaser.

(2) Moreover, should these Products be subject to an application for inclusion in the European Chemical Agency's (ECHA) candidate list of substances of very high concern, the Supplier shall inform the Purchaser as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Purchaser of mixtures or articles containing such substances.

(3) In addition, in the event that the Products supplied to the Purchaser are subject to authorization or restriction, the Supplier undertakes to inform in writing the Purchaser of any restrictions and prohibitions of use that affect these Products and of any possibility to substitute such Products.

(4) The Supplier undertakes to inform the Purchaser with a minimum of six (6) months' written notice if, in the course of the present Agreement, it intends either to modify the ingredients and/or technical characteristics of the Products supplied or to stop selling them, without prejudice of any more stringent regulation regarding the minimum notice period to be respected in case of contract termination.

The Supplier grants the Customer the right to still order the materials within these six (6) months.

(5) The Products shall be accompanied by any information that is necessary in order to enable the Purchaser to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European



and/or national regulations in force or, if such SDS is not mandatory, consist in all relevant information referred to in REACH and particularly its articles 32 and 33.

(6) Notwithstanding anything to the contrary therein, the Supplier guarantees the Purchaser against any and all financial consequences arising from the Supplier's non-compliance with its obligations resulting from the environmental and health regulations in force and the present article.

Section 15 Rules of conduct of the SAINT-GOBAIN Group responsible purchasing

The supplier is informed that the SAINT-GOBAIN Group has supported the United Nations (UN) International Agreement and has established general rules of conduct which can be found on the Internet site <http://www.saint-gobain.com>. The supplier declares that he has taken note of these principles.

The SAINT-GOBAIN Group notably expects its supplier:

- to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Group sites.
- to respect employee rights regardless of the country in which they operate.
- to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labour or to any child labour, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening on Group sites.
- to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Group sites, all applicable health and safety rules
- that only wood from certified and sustainable forestry is used. The "Timber Policy" applies here. This can be supplied on request.
- that there is a programme for the sustainable use of water and a reduction in consumption. The "Water Policy" applies here. This can be supplied on request.
- that materials, machines, software and technology that can be used for both civil and military purposes (dual use products) are immediately reported in writing to the buyer.
- that the legal requirements of the Supply Chain Act are met

Section 14 Data protection, choice of law and place of jurisdiction

(1) You can find information on data protection at www.saint-gobain.de

(2) The law of the Federal Republic of Germany shall apply, to the exclusion of UN Sales Law (CISG).

(3) The place of performance is the Buyer's seat of business.

(4) The place of jurisdiction is the Buyer's seat of business; the Buyer, however, reserves the right to bring a suit against the Seller at its general place of jurisdiction.