

GENERAL SALES AND DELIVERY CONDITIONS FOR SALE OF GOODS, PRODUCTS AND SERVICES BY Saint-Gobain Construction Products CZ a.s., division GLASSOLUTIONS

effective from 1 st October 2014, subject to the provisions of Civil Code No. 89/2012 Coll. (hereinafter referred to as "NOZ")

1. INTRODUCTORY PROVISIONS

- 1.1. The company Saint-Gobain Construction Products CZ a.s., division GLASSOLUTIONS (hereinafter referred to as the "Seller") undertakes by the Purchase Agreement concluded with the Buyer to deliver and pass to the Buyer the goods specified by the Buyer (in terms of type, size, quantity, etc.) and the Buyer is committed to accept the goods, collect, take them away and pay the purchase price agreed upon by the Contracting Parties. The General Sales and Delivery Conditions for the sale of goods and services by Saint-Gobain Construction Products CZ a.s., division GLASSOLUTIONS (hereinafter referred to as "VODP") are an integral part of each purchase or other agreement or contractual arrangement (hereinafter just the "Purchase Agreement"), concluded by the Seller with another person (referred to as the "Buyer") and serves to define the rights and obligations of both Contracting Parties. The VODP provisions are binding for both Parties, unless the purchase or other contracts state otherwise. These VODP are adequately valid for concluded contracts for work. The term "goods" and/or "products" in the VODP text means the subject of performance provided by the Seller to the Buyer according to the Purchase Agreement.
- 1.2. The Buyer was before or at the latest at the conclusion of the Purchase Agreement acquainted with the VODP and has accepted their wording. By acquainting with the VODP is considered also their delivery to the Buyer by electronic means, their posting on the premises of the Seller and their publication on the website of the Seller. By entering into the Purchase Agreement or collecting of goods, the Buyer agrees with the text of the currently applicable VODP that are in the current version posted on www.glassolutions.cz. All proposals, offers, deliveries, agreements, services and sales operations of the Seller shall exclusively comply with these VODP, unless individual Purchase Subcontract specifies otherwise.
- 1.3. Creation, termination or alteration of contractual relationships (such as purchase agreements or securing commitments) between the participants, as well as the rights and obligations arising therefrom, is possible only in written form. Excluded is the possibility of a verbal contractual relationship and its amendments and contractual arrangements in a different extent and under conditions other than those specified in the written form.
- 1.4. The General Sales and Delivery Conditions shall become binding for both Parties of the contractual relationship, immediately after the proper and timely adoption of draft contract (bid) by the Party to whom it is designed and after agreeing on its essential aspects. The VODP, to which the parties refer in a written contract, need not be separately signed by the Contracting Parties.
- 1.5. If there is mentioned a price in the VODP, then it always means a price without VAT.
- 1.6. Any amendment to the VODP can be adopted unilaterally by the Seller during the contractual relationship therewith, that before such a change becomes effective, the Seller shall notify the Buyer at least 30 days in advance. In such a case, the Buyer has the right, by the time the VODP change comes into effect, to withdraw from the VODP wording, in form of a written notice of withdrawal delivered to the Seller.

2. PRICE OFFER

- 2.1. Any suggestions of the Seller on the purchase price (purchase price proposal), or of its modification or on other requisites of the contractual arrangements or the VODP content not given in a written form, shall not bind the Seller.
- 2.2. The Seller shall not be obliged by the price proposal and by other elements of the contractual arrangements set out in the proposal; the information provided by the Seller before the conclusion of the contract are for informational purposes only. The Seller declares that the information can provide a basis for a future contract for a period of 30 days, counted from the day after sending the proposal to the Buyer. The proposal shall expire if not accepted within the specified time, or if it is not cancelled by the Seller.
- 2.3. The price offer (purchase price proposal) of the Seller is confined exclusively to the precise definition and specification of goods, which has been clearly identified, as to the type, quantity and technical parameters (specification of goods, services and conditions of supply), in order to avoid confusion for other goods or services. Change in the specification of goods made by the Buyer is considered as a new proposal. Indicative pricing information submitted to the Buyer on the basis of his imprecise specification of the goods shall not be considered as a purchase price proposal and thus is not binding for the Seller.
- 2.4. Price offers of the Seller are based on customer specifications of the goods carried out by the Buyer without knowledge of local conditions. Assessment of the goods suitability takes place only on the basis of the explicit request of the Buyer which must be confirmed in writing by the Seller.

3. PURCHASE AGREEMENT

- 3.1. Offer (order), which is a proposal for concluding a contract, must be in written form. For compliance with the written form is considered also sending the proposal (order) by electronic means. The offer can also be made orally and exclusively on the premises of the Seller.
- 3.2. The Purchase Agreement is concluded and effective, once the offer submitted by the Buyer containing the essential requirements, is accepted by the Seller.
- 3.3. The same legal consequences referred to in Section 3.2 occur, if the Buyer verifies to the Seller the order confirmation, delivery note, tax document (invoice) or other request for payment of the purchase price.
- 3.4. The Purchase Agreement may be also concluded as a general contract, i.e. without a time limit or for a limited period (e.g. annual) or objectively (e.g. a project or a particular type of goods, etc.) or performance of previously undefined goods in terms of quantity and type with the fact that every single performance of this contract (so called partial delivery) must be specified by the Buyer in advance in writing, as for the type and quantity and period of performance. For the conclusion of so called partial deliveries shall be applied arrangements accordingly specified under Sections 1.3 to 3.3.
- 3.5. The "Order Confirmation" sent by the Seller to the Buyer is considered in its entirety for correct and confirmed by the Buyer if the Buyer does not have any comments in writing within 24 hours of its sending by the Seller in form of communication referred to in Section 6 of these VODP.
- 3.6. The Seller hereby informs the Buyer, that he intends to establish insurance of claims with his contractual insurer, with which the Buyer agrees by concluding the Purchase Agreement, as well as by possible passing the relevant documents required by the

insurer. If the insurer refuses to insure the Buyer to the Seller or decreases the required insured value below the level of the business case value, the Seller is entitled to unilaterally change the payment or delivery terms of the contract with the Buyer. Such Act shall not be considered as a breach of agreed terms and conditions of the Purchase Agreement by the Seller.

4. STANDARD CONTRACTING TERMS, ORDER DOCUMENTATION

- 4.1. If the Buyer's instructions to place the products for production by the Seller are not specified in detail on the Buyer's order (the goods are indicated only by the generic name), the Contracting Parties have agreed that for the production of the goods the Seller will use specification by his standard contracting conditions, which are available to the Buyer.
- 4.2. In the case of equivocal or ambiguous specifications of the goods by the Buyer, which the Seller could not verify, correct is considered the version given by the Seller. The Seller does not perform static analysis of products unless otherwise specified in writing.
- 4.3. In case of a difference between the written form of the order and the electronic data (e-mail, CD, etc.), the electronic form of data has always the priority.
- 4.4. If the Buyer specifies the product by a shape template, this template shall be delivered to the production place of the Seller at the Buyer's cost.
- 4.5. The templates must be supplied in materials non-warping the shape of the task, at the full-size scale 1:1. In case of using a template in a different material (paper, cardboard, etc.) which may deform the entry, the Seller is not responsible for any possible dimension or shape discrepancies. On each template must be legibly indicated the name of the customer, order number and designation of the upper (facing) side. If the shape of the product is specified by a drawing and also by a template, and these are not in accordance, as relevant are considered the data arising from the template.
- 4.6. If the order contains an attachment (drawing, sketch, photo, etc.) and the data contained in this attachment are inconsistent with the order, as crucial are considered the data specified in the order.

5. ADDITIONAL CHANGES IN THE CONTENT OF LIABILITY

- 5.1. Agreement on changes consisting in changes in dimensions, quantity or other specifications of the goods is possible before placing your order to production at the latest, otherwise remains in force for the original order/liability of the Buyer.
- 5.2. A part of the agreement on the changes in the facts listed in Section 5.2. must be included also an agreement on the change of time, in which the Seller has to meet his obligation, otherwise the Agreement about the change is invalid.

6. FORM OF COMMUNICATION AND ITS DELIVERY

- 6.1. Under an act made in writing (thus, delivery of the document to the party that is addressed) is considered also an action made by electronic means, usually a commonly used and enabling to capture the text of the sent document.
- 6.2. Any delivery of a document content shall be considered as delivered:
 - a) on the date of physical delivery of the document, if delivered via post licensee or courier or in person on condition that it is delivered to the delivery destination provided by the addressee or to the address given in the Commercial or Professional Register,
 - b) upon receipt of an email message containing the text of the delivered document, if it is sent by electronic means to the last known email address, exchanged by both Parties for the specified method of communication,
 - c) immediately after the dispatch of confirmation of the unfaulted delivery of the fax-telecommunication device of the addressee, if delivered by fax.
- 6.3. When communicating by electronic means, the recipient is required to confirm receiving the message upon the call of the sender. Participants of the contractual relationship agree that the output documents from the electronic communication, containing the expression of the will of the particular participant, are means of proof in case of dispute.

7. DELIVERY CONDITIONS, STORAGE

- 7.1. The obligation of the Seller to deliver the goods is fulfilled, as soon as the Seller notifies the Buyer, that the goods are ready to take over and enable the Buyer to dispose with them at the place of the production plant. For notification shall be considered also an indication of the date of collection on the "order confirmation" or other document provided by the Seller to the Buyer.
- 7.2. If the Buyer does not take over and carry away the goods without undue delay after being notified that he can handle with them, but no later than 14 days afterwards, calculated from the date of notification, the fulfilment of their obligation to accept the goods is in delay and the Seller will be entitled to store the goods or ensure its storage in a warehouse or a third party by a conclusion of a storage contract with a third party for the benefit of the Buyer (from the Buyer's command arising from these VODP) and put in a claim for payment of the purchase price and the payment of the costs associated with storage of goods by the third party. By handing over the product to storage, the Seller's liability shall be considered as completed (alternative delivery method) and the Seller is entitled to charge the Buyer for the goods (by issuing a proper tax document). The deposit on the purchase price already paid by the Buyer, eventually partial or full payment of the purchase price, is counted against the proper tax document and issued pursuant to this paragraph. The right to damages caused by the failure to take over the goods by the Buyer is not aggrieved by issuing a proper tax document.
- 7.3. If the Seller stores the unclaimed goods in his warehouse, he is entitled to charge a storage fee and the Buyer is obliged to pay the storage costs (storage fee) in the amount of CZK 30 per rack with the stored goods for every week of storage. Warehouse receipts and goods can be submitted to the Buyer by the Seller after the payment of storage fee, paid by the Buyer.
- 7.4. If the content of the obligation of the Seller is to deliver the goods to the place designated by the Buyer (delivery place), then his commitment to deliver the goods is met by handing the goods to the Buyer's representative at the destination. If the Buyer unreasonably restricts or deliberately refuses this takeover, it shall be proceeded in accordance with Section 7.1 et seq. of the VODP. The Buyer is obliged to inform the Seller in advance of the person, who is empowered to take over of the subject of the Purchase Agreement on the delivery location. The Seller shall, for the purposes of the proper performance, notify the Buyer in a timely and verifiable manner, that in the place of delivery of the goods is ensured its proper receipt by the person empowered to do so and authorized (hereinafter referred to as the "Transferee") to sign the delivery note. In case the Transferee is not at the place and at the time of delivery personally present, the Seller shall hand over the goods to another person, present at the time of delivery of the goods at the agreed place of delivery and shall ensure their signature on the delivery note stating their name and surname. The Seller is thus relying to the Buyer's obligation to notify the Transferee in time and does not examine the authorization of any other person to act upon receipt of goods for the Buyer. In this case, here applies the fiction agreed by both

Parties, that another person is acting for the Buyer and is entitled to take over the goods within the range of the contractual relationship and to commit the Buyer by this act. If there is no person present at the prearranged delivery location and time, the Seller shall take the goods back to the point of departure. All costs incurred by the re-shipment of goods to the place of delivery, shall be covered by the Buyer to the Seller.

7.5. Unless otherwise stated, valid are liabilities and obligations of the parties under the terms specified in the Incoterms 2010.

8. PRODUCTS PACKAGING

8.1. Goods are packed in the usual way, standardly only into technologically necessary packaging - according to goods types (barrels, boxes, wooden cases, etc.).

8.2. If the Buyer required in writing other packaging, including transport packaging, this is for an additional cost and must be approved in advance by the Seller.

8.3. If the Buyer does not require transport packaging, the Seller is not liable for handling, packaging or its suitability for transport. Self-loading of such goods is carried out by the Buyer himself, and the Seller or his contractual partners may assist with loading at the Buyer's request and his risk.

8.4. Loading of goods packaged in the Seller's containers, to the transport vehicle of the Buyer or his contractual carrier, shall be provided by the Seller or his contractual partner at his own cost and risk.

8.5. Unless the Buyer ordered transport expressly including unloading (for an extra fee), the Buyer is obliged to arrange unloading of goods at his own cost and risk. The Buyer is also obliged to provide at his own cost and risk properly prepared place of unloading the goods (such as arranging an appropriate access and providing access permit, etc.) and provide adequate unloading machinery or enough labour force for quick unloading.

8.6. The Buyer takes into account that the goods are dispatched by the Seller on returnable transport racks, whose value is CZK 8000 per piece and 16000 CZK per piece over 2.1 meters. The Contracting Parties have agreed that the Buyer is obliged to return the returnable steel racks to the Seller within 30 days (or within 15 days for racks higher than 2.1 m) since the delivery of goods. The Parties have further agreed, that starting with the 31st or respectively 16th day after delivery, the Seller is entitled to charge the Buyer a rental fee for rent of returnable steel racks at the amount of CZK 500 per piece/day and 1000 CZK per piece/day over 2.1 meters, until the 60th day after delivery of the goods. A tax receipt will be issued for the rental fee – an invoice with a maturity of 90 days from the issue of the tax document. If the Buyer fails to return a returnable steel stand even within 60 days after delivery, beginning with the 61st day after delivery, the returnable transport stand shall be considered as an article of purchase between the Seller and the Buyer with the fact that the Seller is entitled to payment of the purchase price of the returnable steel rack (at the amount according to the valid price list of the Seller). The purchase price is due within 90 days of the issue of the tax document-invoice by the Seller. In this case of purchase, the Contracting Parties arrange an exception of property of the refundable transport packaging until full payment of the purchase price by the Buyer.

8.7. For the duration of borrowing the stand and/or until the transfer of ownership of the rack from the Seller to the Buyer, the Buyer shall be responsible for any damages on the transport packaging, caused its damage or loss, and is obliged to pay the full amount.

8.8. With disposable packages, fixation devices, pads etc. the customer is obliged to deal according to Act No. 185/2001 Coll., On waste, as amended.

9. PRICES

9.1. The agreed price of goods, precisely specified in the proposed Purchase Agreement, is the price calculated according to the price list of products, goods or services of the Seller (so called pricelist price) valid at the time of accepting the proposal (without packaging, transport and other surcharges such as energy surcharge, postage, etc.) or the price agreed between the Parties otherwise.

9.2. If the Buyer requests a price that is based on valid quotations previously processed by the Seller, the Buyer is obliged to indicate this fact in writing by the reference number of such a quotation in the order. If he does not do so, he will be charged the price according to 9.1.

9.3. The agreed price means the price in CZK without VAT.

9.4. If the Seller delivers, in agreement with the Buyer, goods to the destination, he is entitled to charge the Buyer transportation and handling charges according to the usual prices of carriers, unless otherwise agreed by the Parties in writing.

9.5. The method of rounding some data (thickness, dimensions, area, price, etc.) for the calculation of the price is determined in the applicable price lists and applies also for individual offers.

9.6. Unless agreed otherwise, for each paper invoice issued by the Seller and sent by post is charged a fee of 50 CZK. Issuing invoices electronically (by sending to the e-mail address provided by the Buyer) is not subject to a fee.

10. PAYMENT CONDITIONS

10.1. The Buyer agrees to pay the purchase price properly and timely, i.e. within a specified due date, in its full amount and without any deduction.

10.2. The Seller becomes entitled to payment of the purchase price by delivering the goods to the Buyer or to a third party acting on his behalf (7.4) or storing the product according to section 7.2. of the VODP. A basis for the payment of the purchase price is a tax document (invoice) issued by the Seller and containing all the essentials according to Act No. 563/1991 Coll. on Accounting, as amended and Act No. 235/2004 Coll., on Value Added Tax, as amended.

10.3. The Seller has the right to request in individual cases before concluding the Purchase Agreement a payment of a deposit or other ensuring of the Buyer's obligation to pay the purchase price, such as agreement on contractual penalty, third party liability, establishment of pledge or in the form of guarantee of persons in a statutory body position or guarantee by persons who are members of the statutory body (reinsurance bills without protest, etc.) and other institutes to secure the obligations.

10.4. The price for the goods is fully paid (the debt is settled) by crediting the invoiced amount to the account of the Seller, conducted at a financial institution or payment of the amount in cash.

10.5. In case the Buyer fails to provide the payment order with the variable symbol, or gives a variable symbol of a non-existent tax document, the Seller is entitled to associate such a payment with any payable obligation.

10.6. If the Buyer is in delay with payment of one or more tax documents by more than 14 calendar days or stopped the payments or has his assets situation significantly worsened, the Seller is entitled to stop all deliveries of goods and services, even if there was, according to the wording of these insuring conditions, validly concluded a Purchase Agreement. In addition, the Seller is entitled to stop the intake of all new orders.

- 10.7. If the Buyer is in delay with payment of one or more tax documents by more than 14 calendar days or stopped the payments or has his assets situation significantly worsened, all the Seller's claims become due and payable immediately. The Seller has also the right to ask for the goods back to cover or minimize the costs thereby incurred. At the same time, all agreed payment and trade concessions or prolongation will be cancelled. In case of open orders the Seller may unilaterally change the payment terms, exclude the order from the production or change the delivery date. In case of any further orders the Seller may require a deposit or refuse delivery of the order.
- 10.8. The Buyer has no right to object to any counter-requirements of the payment terms of the Seller for any reason, nor require any additional optional documents previously not agreed upon (such as requesting additional certificates for the product, unless this has been agreed prior to the contract, etc..).
- 10.9. For inclusion is not eligible such a receivable of the Buyer, resulting from the delay in delivery of goods to the Seller or due to the Buyer's raised defects in the delivered goods or from other legal title, under which the Buyer applies for a monetary payment by the Seller.
- 10.10. Unclosed claim proceedings are not a reason for delay in payment, unless the reason for non-completion lies on the Seller.

11. DELIVERY TIMES

- 11.1. If the goods are not taken from the warehouse, valid are individual delivery times specified by the Seller or a rule agreed between the Parties that the Seller must deliver the goods within a reasonable period taking into account the nature of the goods and trade usages, relating the goods in question, but no later than the maximum delivery time for the goods, which is available on request for inspection at the premises of the Seller. The period of delivery indicated on the order confirmation is only indicative and can be additionally extended unilaterally by the Seller to a maximum of 30 calendar days.
- 11.2. If the delivery time is based on the obligation of the Buyer (e.g. pay a deposit etc.), the period referred to in Section 11.1. begins to run from the date of fulfilment of the obligations.
- 11.3. The Seller is entitled to deliver the goods even in partial deliveries before the scheduled delivery time and the Buyer is obliged to accept the delivery. Authorization for invoicing the delivered orders or their part arises for the Buyer on the day of delivery.
- 11.4. As compliance with the delivery date and the commitment to deliver is considered the realization of delivery, eventually enabling the purchaser or another authorized person to collect the goods, provided all the conditions for the release of goods are met on his side, or the information of the Seller to the Buyer, that the goods are ready to be taken over on the confirmed or alternative date at the Seller's site or on another place agreed in writing.
- 11.5. If the Seller fails to fulfil his obligation in time due to circumstances excluding liability, including delays in deliveries from his suppliers and subcontractors, this postponement will not be considered as a delay and the period of contract execution will be reasonably adapted to the character and duration of the circumstances excluding liability.
- 11.6. The Seller shall not be in delay with fulfilment for the obstacles incurred by the Buyer.
- 11.7. In cases of accidental or emergency situations arising without fault of the Seller, i.e. caused accidentally or unexpectedly due to natural forces (e.g. natural disasters, fire, flood, etc.) or due to human behaviour (failures in transport, strikes, lockouts, public disorders, mobilization, embargo, riot, prohibiting the foreign currency transfer, energy supply constraints, technical defects, labour disputes, interruption or termination of production of material, etc.) by so-called force majeure, which cannot be resisted and which makes it difficult or impossible for the Seller or his contractors to supply the goods properly and timely, shall not be considered as a breach of his contractual obligations arising from the Purchase Agreement and hence the Buyer does not accrue the right to withdraw from the contract or claim the legal or agreed sanctions. If the action of force majeure causes that the Seller is in delay with the fulfilment of his commitment, the period of performance shall be extended by a period during which the force majeure lasted.

12. QUALITY AND CERTIFICATION

- 12.1. The products are manufactured and goods supplied in accordance with the ČSN (DIN) EN standard for the product or goods; the Seller is not responsible for assessing the suitability of the goods or product for the purpose for which the Buyer intends to use them, unless in the specific case has been agreed otherwise in writing.
- 12.2. In cases where these standards are not defined shall apply internal regulations and recommendations of the Seller. In the case of their absence conventions in the relevant market.
- 12.3. The Seller is obliged to present upon request of the Buyer only the Declaration of Conformity or other statutory documents.
- 12.4. The requirement to submit or deliver any optional certificates, attestations or other documents has to be made by the Buyer before signing the Purchase Agreement and these will be provided to the Seller after delivery of the goods, by mutual agreement and approval. Failure to fulfil any additionally raised requirement is not a reason to reject the supplies or their payment.
- 12.5. All data listed in catalogues, price lists, offers, etc., such as dimensions, weights, specifications, colours, etc., are binding and valid only if expressly confirmed by the Seller for the specific contract.
- 12.6. The Seller is entitled to deliver to the Buyer the goods of corresponding or comparable quality with comparable basic technical parameters required by the Buyer, regardless of any trade name of the product and the Buyer is obliged to accept such a service.

13. LIABILITY FOR DEFECTS, GUARANTEE, COMPLAINTS

- 13.1. The complaint process is governed by the Complaints Procedure of the Seller, which is posted on the Seller's premises and is available on the website: www.glassolutions.cz.
- 13.2. The Buyer or his representative is obliged to duly examine the goods upon takeover, check its quantity, quality and integrity of its packaging and immediately inform the Seller of any defects in writing on the delivery note on the findings of obvious defects. The Seller is not liable for defects which could be detected by the Buyer already during its takeover, so called obvious defects (fractures, outdoor scratches, shells, etc.), unless the Buyer notified of their existence during the takeover in writing on the delivery note.
- 13.3. For goods, for which the Buyer has paid the Seller in full amount the entire purchase price, the Seller provides quality guarantee in length that ends no later than 24 months from receiving the goods by the Buyer, and if the Buyer is in delay in taking over the goods from the date on which the goods are ready for handover by the Buyer.
- 13.4. The Seller provides for some products an extended warranty, which is specified in partial Purchase Agreements or issued warranty statements or price lists of the Seller. The arrangements the contractual extending of the guarantee period is concluded with a subsequent condition consisting in that it shall expire if the Buyer fails to pay the agreed purchase price properly and timely.

- 13.5. As a defect of the product or deterioration of its quality is not considered, and from responsibility for defects and quality are excluded changes to its status or properties, if they occurred by physical and other natural processes, initiated without human intervention and some specific characteristics of the products listed in the "Specific Properties of Glass".
- 13.6. The guarantee of goods is conditioned by its proper transport, storage, handling, use, professional installation and maintenance according to the generally applicable rules or the Seller's regulations. A complaint cannot be accepted if the fault was caused by force majeure (such as fire, flood, hail,..).
- 13.7. The published data on the functional characteristics of the goods, for example, the coefficient of thermal permeability, light transmittance, sound attenuation, light reflection, etc., follow the applicable manufacturer's standards, testing provisions and boundary conditions specified in these documents. During installation into buildings, the actual conditions may deviate from the boundary conditions given in these documents, such as ambient temperature, air pressure fluctuations, inserting inter-glass partitions, etc. Thus, the actual values vary from those listed. Such deviations can not be subject to complaint.
- 13.8. Any claim of a product, goods or services must be enforced by the Buyer in writing indicating the reason for the claim and delivered with the goods to the Seller's address, without any undue delay after discovery of the defect in accordance with the Seller's Complaints Procedure, unless in a particular case, the Parties have agreed otherwise in writing. The Seller has the right to check the claimed goods.
- 13.9. All disposable templates are archived by the Seller for 30 days from the delivery of goods to the Buyer and subsequently disposed of unless the Buyer has requested them back it or if the complaint procedure is running. If the Buyer delivers templates for repetitive and standardized production (properly marked on the template), such templates remain to the Seller for later assessment.
- 13.10. If the Buyer does not order the goods in one order, The Seller does not guarantee complete conformity of goods supplied in different time intervals and produced in different batches (such as colour difference of materials, etc.).
- 13.11. The Seller is not responsible for the final result of a technological process carried out on his own material supplied by the Buyer (e.g. on their own glass, etc.) or material or product that the Buyer provided for further processing or building-in into goods or its assembly.
- 13.12. The Buyer is obliged, in cases when he finds that the goods supplied do not match the ordered goods, or have visible defects or the goods do not conform the ČSN (DIN) or EN standard for the product, goods or service, or generally applicable regulations or standards, to exclude such goods from further processing (assembly, installation, etc.) and immediately notify the Seller in writing and wait for his instructions.
- 13.13. Claim for compensation of any Buyer's damage (of property as well as non-material) associated with asserted defect of the goods by the Buyer and the associated costs are limited by the Seller. In case of legitimacy of the claim, it is paid by the Seller maximally in the full value of the claimed products defined by a price without VAT listed on the invoice and after deduction of any discount provided both at the time of invoicing, as well as at any later time. Other Buyer's claims for compensation are excluded.
- 13.14. The Buyer is not entitled to compensation for damage (of property as well as non-material) to the extent to which he can obtain satisfaction of his claim from the rights of liability for goods defects; If the Buyer's claim of defective goods is satisfied by providing discounts from the price, the Buyer is not entitled to other compensation (including any damage).
- 13.15. No claims and defects can be recognized, if the conditions for use of the goods do not comply with the technical standards and conditions of the Seller, ČSN (DIN), EN, respectively generally known conditions on the suitability of goods, or their claim is completely impossible for their specific properties.
- 13.16. The right of the Buyer from defects in goods supplied will be rejected by the Seller if the Buyer fails to report defects immediately after the defects were discovered or if they could be identified under professional care.
- 13.17. Unless the Buyer indicates in the defect notice otherwise, it is considered, that he claims the supply of new goods of the same kind, quantity and the same specifications (hereinafter referred to as "replacement performance"). When providing replacement performance, to the Buyer is sent the order confirmation. The Seller in this case proceeds as in case of a new order.
- 13.18. In case of concluded General Purchase Agreement between the Buyer and the Seller, after receipt of the claim the claimed products are immediately entered into production and subsequently invoiced to the Buyer as a replacement performance. In the case of recognition of eligibility of the Buyer claim arising from the complaint procedure are the invoiced costs paid to the Buyer at the full amount of the value of the claimed product – in the form of a credit note (corrective tax document). Other claims for compensation are excluded. In the event that the Seller does not recognize the legitimacy of the Buyer's claim, claiming the complaint is considered as a new order. On the date of communication of the Seller to the Buyer of non-recognition of the Buyer's claim of responsibility for defects practically means a confirmation of new orders and the Seller is entitled to payment of the cost of the replacement performance.
- 13.19. If the origin of the product or some of its properties cannot be identified, because of the explicit request of the Buyer for a rejection of the standard product marking by the Seller, the complaint cannot be recognized.
- 13.20. If the Seller evaluates from the available information that the complaint as unjustified, and the Buyer still insists on restarting by him defined on-site assessment, this requirement is considered as the Buyer's order for consultancy of the Seller, which is remunerated according to the current pricelist. The Buyer expressly agrees with this procedure.
- 14. WITHDRAWAL FROM A CONTRACT, INTEREST ON LATE PAYMENT, CONTRACTUAL FINE**
- 14.1. If the Seller is in delay with fulfilment of the obligation to deliver the goods correctly and timely, the Parties have agreed a contractual penalty at the amount of 0.05% per day of delay, which the Buyer can charge to the Seller, however, in total of a maximum of 15% of the purchase price. Other claims are excluded.
- 14.2. If the Buyer is in delay with the payment of the purchase price, the Parties have agreed a contractual penalty; the Seller is entitled to and the Buyer is obliged and agrees to pay a penalty of 0.05% for each day of delay in the payment of his financial obligations.
- 14.3. The Seller has the right withdraw from the contract if the Buyer is in delay with the payment of the purchase price of this or any other prior commitment or if there was against the request to open insolvency proceedings or bankruptcy or reorganization or by special laws or has been liquidated. Unless the Seller withdraws from the contract for the above reasons, he has the right to unilateral legal act to change the terms of delivery of goods.
- 14.4. In the event that the Seller exercises his right to withdraw from the contract and does so, before returning prepayments or other forms of liability he is preferentially entitled to satisfy his legitimate demands, arising from the breach of contractual or legal obligations of the Buyer also in other business cases carried out between the Buyer and the Seller, against the Buyer.
- 14.5. The Contracting Parties have agreed, that the Buyer bears all the direct and indirect costs related to the potential enforcement of a claim unpaid by the due date, i.e. in particular material costs, travel expenses, costs of legal services, administrative and legal fees, etc.

- 14.6. If the Seller is in delay with the performance of the Purchase Agreement by more than 30 calendar days despite a written request of the Buyer pointing to the existence of the delay, the Buyer is entitled to a unilateral withdrawal from the contract.
- 14.7. If the Seller in accordance with the law, by agreed conditions or terms of these VODP withdraws from the contract, for assessing claims for damages will not be taken into account the possible realised substitute sale of products.
- 14.8. The Seller is entitled to assign his receivables and other rights of the Buyer arising from the Purchase Agreement to a third party.
- 14.9. The Contracting Parties expressly agree and sign to confirm, that the changed circumstances or impossibility of performance on the part of one of them is not a reason for termination of the agreement.

15. PROPERTY RIGHTS, RISK OF DAMAGE

- 15.1. Upon the receipt of the goods pass to the Buyer all risks for damage to, loss or destruction of the goods.
- 15.2. Upon the receipt of the goods the Buyer is fully and solely responsible for any use of the goods, their storage and other handling. The Buyer is also responsible for compliance with legal standards, relating to the protection of the environment in relation to the goods, its packaging and packing material.

16. USABILITY AND PRODUCT LIABILITY

- 16.1. The Buyer is fully responsible for any use of the goods. As a matter of principle, the Seller does not examine the suitability of the goods.
- 16.2. The Seller is responsible for the suitability of using the products and goods only in cases, when this was confirmed in writing, within a defined scope and under defined conditions, which were declared by the Buyer.
- 16.3. The Seller shall meet any possible claims for defective goods at his own discretion by delivery of replacement or missing goods, by repairing the goods, the provision of appropriate discounts or removing legal defects in the goods.
- 16.4. The Seller is not liable for any damage caused by improper use of goods, improper storage, handling, installation or maintenance.

17. DAMAGE COMPENSATION

- 17.1. Claim for compensation of any Buyer's damage (of property as well as non-material) is not affected by paying the penalty and interests on late payment by the Buyer.
- 17.2. Buyer's claims for damage or costs compensation in cases, when the Buyer has not complied with the conditions of these VODP, are excluded. In other cases, it is possible to set up a claim only if such a Buyer's right based on the VODP, contract and in cases not provided in these, by binding legal regulations.

18. COMMON PROVISIONS

- 18.1. Any legal actions leading to the creation, modification, termination or cancellation of the contract require written form.
- 18.2. The Contracting Parties are required to notify the other party without delay of any change in the facts set out in the Purchase Agreement.
- 18.3. In specific cases, the terms and conditions agreed in writing referred to in contracts take precedence over these VODP.
- 18.4. The Parties undertake to deal with any disputes by conciliation. If it is not achieved, then for all disputes arising directly or indirectly from the contractual relationship between the Buyer and the Seller or interpretation of these General Sales and Delivery Conditions, is the locally competent court according to the Seller's plant seat based in Prague 10 Malešice.

19. VALIDITY OF THE VODP

- 19.1. If the individual provisions of these VODP become ineffective, this will not affect the validity of the remaining provisions. Instead of the ineffective provision shall be agreed in writing a new provision corresponding to the meaning and purpose of the closed contractual relationship.
- 19.2. The VODP are a part of the Purchase Agreement and shall become effective for the participants on the date of a conclusion of the Purchase Agreement. The VODP need not be separately signed by the holders of the contract, as the Buyer had a chance to get acquainted with them before entering into the contractual relationship.
- 19.3. These VODP are effective from 1st October 2014



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