

CLAIMS PROCEDURE

Effective from 4 September 2018

1. Basic Provisions

This claims procedure contains information about the conditions, scope and manner of applying rights from liability for defects in products (product liability) delivered to the buyer by Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division.

- 1.1 The claims procedure is considered to be a procedure on application of a claim from defects in delivered goods.
- 1.2 The seller is Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division - registered office: Smrčkova 2485/4, 180 00 Prague 8, Czech Republic. Mailing address: Sklenářská 643/7, 619 00 Brno, Czech Republic.
- 1.3 The buyer is the party which is in a contractual relationship with the seller, i.e. has concluded a contract on purchase of goods or provision of services with the seller.

2. Warranty period

- 2.1. The length of the warranty period is stipulated in the General Business and Delivery Terms and Conditions for the sale of goods and services by Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division (hereinafter the GTC). The seller provides a quality warranty of maximally 24 months on goods for which the buyer has paid the full purchase price, which starts from the date of takeover of the goods by the buyer; should the buyer delay in accepting the goods, then from the date when the goods were prepared for handover to the buyer.

3. Conditions for applying rights from product liability

- 3.1. The buyer applies claims from product liability (hereinafter the claims) in writing to the mailing address of the company's supplying plant (see below), either as a notice sent by post, or via electronic mail with simultaneous delivery of the claimed goods.
- 3.2. If it is not possible to return the goods due to their incorporation into a different product or for other reasons, the buyer shall send the seller photo documentation of the goods, from which it will be possible clearly and provably to identify the goods, determine the defect and infer its cause. In the notice of a claim from product liability, the buyer shall specify the place of incorporation and shall arrange with the owner of this place (respective real estate) entry or access to the claimed goods by the deadline and on the date required by the seller. The buyer is obliged to provide the necessary cooperation to the seller for the purpose of determining the status of the goods.
- 3.3. The claim must be applied:
 - 3.3.1 for obvious defects (e.g. non-conformity in quantity, composition, colour, dimension, mechanical damage such as cracks, chipped glass, damaged edges, external scratches, etc.) during the inspection of the delivered goods, which the buyer is obliged to carry out during acceptance of the goods, and indicate any defects in the delivery note,
 - 3.3.2 for hidden defects or defects which appear during the warranty period, without undue delay no later than 15 days after the buyer identifies them.
- 3.4. If the buyer does not inspect the goods or does not arrange inspection at the moment of transfer of the risk of damage to the goods, respectively by the deadline stipulated in Art. 3.3 above, the seller cannot recognise the claim from liability for obvious and identifiable defects.
- 3.5. The seller is not liable for defects in goods which were or must have been known to the buyer, had usual attention been given, and which could have been determined at the moment of transfer of the risk of damage to the goods or after such transfer, or if there was:
 - 3.5.1 a change in the natural physical, chemical or other objective natural characteristics of the goods, which they had at the time of manufacture, or changes which occur in the future through natural physical and chemical processes,
 - 3.5.2 a change in certain parts during their mutual movement due to their technical construction, which originate from the different hardness of these parts,
 - 3.5.3 due to incorrect storage, handling or mounting of the products after their delivery,
 - 3.5.4 damage caused by external circumstances which occurred after the transfer of the risk of damage to the goods to the buyer,
 - 3.5.5 in the cases precluded due to the specific characteristics of glass products (e.g. thermal shock, effect of nickel sulphide in tempered glass, etc.).

4. Claims procedure

- 4.1. The returned claimed goods must be duly labelled by the buyer as a CLAIM and the notice of the claim must contain the following data:
 - buyer's commercial name or name and surname of the buyer - natural person,
 - clear and comprehensible description of the product defect,
 - seller's order number (indicated on the label), or buyer's order number or delivery note or invoice number, with indication of the item number of the goods with the defect,
 - place where the goods are located,
 - contact person for negotiations,
 - date, name and surname of the person sending the claim.

This information must be duly secured to the claimed goods so that it is not damaged and subsequently illegible even in the event of worsened climatic conditions. We recommend waterproof marker, stickers. The buyer must issue a delivery note for the returned claimed goods, which shall be confirmed by the seller upon acceptance of the goods. If the goods are not labelled in the manner specified in this Art. 4.1, the seller is authorised to refuse the acceptance of claimed goods sent in this manner.

- 4.2. The choice of the justified claim from product liability is at the seller's discretion. If substitute fulfilment is provided, the buyer is sent an order confirmation; in this case, the buyer proceeds similarly as in the case of a new order. If the buyer's claim is



Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division

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Company ID No. 25029673 • Tax ID No. CZ25029673 • Commercial register maintained by the Municipal Court in Prague, Section B, File 9601

recognised as justified, the costs invoiced to the buyer are compensated at the full value of the claimed product by means of a credit note. If the seller rejects the claim, the application of the claim of goods is considered to be a new order; on the date when the seller informs the buyer about rejection of the claim, the new order shall be confirmed and the seller shall become entitled to the payment of the purchase price for the substitute goods. In the case of a minor breach of the contract, the buyer is not entitled to new goods, but the seller may provide the buyer with a discount commensurate to the value of the goods, or withdraw from the contract.

- 4.3. The specified period for handling claims, if all the above conditions are fulfilled, is 30 calendar days, and starts after the delivery of the claimed goods to the seller or examination of the goods by the seller at the location. If the claimed goods are not delivered to the seller for assessment, respectively if the place where the goods have been built in is not specified, etc. (they cannot be delivered to the seller for justified reasons) by the end of the following month after written application of the claim, the claim shall be considered unauthorised, unless the parties agree otherwise in writing.
- 4.4. The seller may waive the requirement for delivery of the claimed goods if the buyer submits photo documentation, from which the goods can clearly and provably be identified, the product defect determined and its cause inferred. The seller reserves the right to decide about the acceptance of the photo documentation and shall inform the buyer of its decision within 5 business days from the delivery of such photo documentation.
- 4.5. For customers that have concluded a Framework Purchase Agreement with the seller, the goods are put into production immediately after accepting the claim for the claimed goods, and subsequently invoiced to the buyer as substitute performance. If the buyer's claim arising from the claims procedure is recognised as justified, the costs invoiced to the buyer are compensated at the full value of the claimed goods by means of a credit note for the original goods. The buyer's other claims on the grounds of the seller's product liability and compensation of loss are precluded.
- 4.6. The seller shall decide about the claim at latest by the deadline stipulated in Art. 4.3, unless it agrees with the buyer in writing on a different deadline. This period does not include the time required for an expert assessment of the defect, based on the type of goods or service.
- 4.7. The buyer shall be notified of the seller's decision on rejection of the claim in writing (via post or electronic resources).
- 4.8. Once the buyer has been notified that its applied claim of goods is rejected, the buyer is obliged to collect the claimed goods at the place to which it delivered the claimed goods within a deadline of 5 business days. If the buyer does not collect the claimed goods even within an additional deadline of another 5 business days, the seller may ensure their ecological liquidation, to which the buyer hereby consents.
- 4.9. If the seller rejects the claim of goods and the applied claim of goods is not recognised even by the enforceable decision of the court, the buyer is not entitled to a refund of the expended costs for substitute performance, and the seller is authorised to bill the buyer the costs related to assessing the claim and any other costs (tests by independent testing laboratories, travel expenses, etc.).

5. Final provisions

- 5.1. When assessing the justification of the claim, the references shall be the valid version of the Civil Code No. 89/2012 Coll., the valid standards stipulating the technical requirements for goods (CSN-EN) and the seller's documents (e.g. GTC; Tolerance Handbook; Basic instructions for the transport, handling and storage of glass; Basic instructions for the mounting of glass and other related valid documents).
- 5.2. This Claims Procedure comes into validity on the date of its signing by the seller's statutory representatives and into effect on 1 August 2018. The previously issued claims procedures cease to be valid as of this date.
- 5.3. The additional warranty conditions and the rights and obligations from product liability are governed by the seller's valid GTC.

Claims Department contacts:

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September 2018

Radoslav Černý, Chief Executive Officer