

## SAINT-GOBAIN FINLAND OY GENERAL TERMS OF AGREEMENT

### 1 Introduction

These general purchasing conditions shall apply to purchases made by the companies within the Saint-Gobain Finland Oy - hereinafter called the Purchaser - to the extent they are not cancelled or altered by written agreement between the parties. The seller's – hereinafter called the "Seller" - general delivery conditions apply - in full or in part - only to the extent they are explicitly confirmed by the Purchaser in the order. The agreement referred to in these purchasing conditions shall mean the agreement of which these conditions form an integrated part. The Seller is obliged to follow the Purchaser's 'Supplier Charter' document.

### 2 Price

The Purchaser shall, in addition to the agreed price, pay the value added tax as prescribed by law. Fixed price without index-linking shall apply unless otherwise agreed in writing.

### 3 The scope of the delivery

The Purchaser's payment liability covers only the type and quantity of goods specified in the Purchaser's order. Claims for payment for additional or alteration work will only be approved if the Purchaser has stated in writing that the work may be carried out for extra payment. Additional and alteration work does not entitle the Seller to extension of the delivery period, unless a written agreement thereon is made in advance.

### 4 Liability for design and copyright

The party who supplied information and designs is responsible for the correctness of the same. The approval of the other party does not constitute exemption from this responsibility. However, the Seller is responsible for alterations to the Seller's design proposed by the Purchaser and approved by the Seller unless the Seller before the manufacture commenced has made in such approval a written reservation against such alterations.

All drawings, models and other technical documents, handed over by a party, remain the property of that party and must not without such party's consent be used by the other party or reproduced or brought to the knowledge of a third party save as where necessary for the purposes of the tenders and delivery hereunder.

### 5 Cancellation

The Purchaser is entitled to cancel its orders of goods that have not been supplied, if the Purchaser in accordance with its prevailing contract has cancelled the contract with his customer or the latter becomes insolvent.

In case of cancellation in accordance with the first paragraph, the Purchaser shall compensate the Seller for the direct costs occurred to the Seller for the cancelled goods, if and to the extent the Seller cannot obtain compensation for such costs by selling the goods to another party or in some other manner.

### 6 Delivery date

The agreed delivery date must be strictly adhered to. For partial delivery or delivery in advance, the Purchaser's written consent is required.

If the Seller has reason to assume that delivery may be delayed, the Purchaser must be informed thereof immediately in the quickest possible manner, where after a written confirmation thereon must be sent (preferably by fax or email) by the Seller to the Purchaser and a justification for the delay provided. On the same time it must also be stated how long the delay is expected to last.

Unless the parties have agreed on stricter consequences in writing, the Purchaser is, if a delay takes place, entitled to a penalty for delay which for each week or part thereof amounts to 2% of the sum of the order, but

totally no more than 15% of the same. Unless otherwise agreed by the parties in writing, after 4 weeks delay the Purchaser is entitled to cancel the purchase in full or in part.

The agreed delivery term shall be considered to run from the date on which the agreement was made. The delivery date will be considered to have been adhered to if the Seller, delivers the goods on the agreed date to the agreed place.

If delivery "by suborder" is stated in the order, the delivery date will be considered to have been adhered to if the Seller, within the agreed period, informs the Purchaser that the agreed goods are ready for delivery. The goods shall be dispatched without delay following the respective suborder having been made.

### 7 Delivery clauses

Delivery clauses (FOB, CIF, FOR, FAS, etc.) shall be interpreted in accordance with Incoterms 2010.

### 8 Packing and marking

Packing shall be carried out in such a way that it protects the goods from damage and decline in value during transport to the Purchaser's warehouse and during a reasonable period of storage in a manner suitable for the purpose. Furthermore, the packing shall be such that normal transport insurance gives the Purchaser compensation for the damage occurred to the goods.

Marking of the goods shall be carried out in accordance with the Purchaser's instructions, which do not, however, limit the Seller's liability for ensuring that the goods are also marked in accordance with their properties as regards fragility, weather resistance, etc.

### 9 Transport and receiving

The Seller shall in good time before the delivery provide the Purchaser with the necessary information on the transport and receipt of the goods. If the delivery contains dangerous goods in accordance with the Act on Transport of Dangerous Goods (719/1994), the Purchaser must be informed thereof separately.

### 10 Quality

All goods delivered by the Seller shall

- confirm with the requirement of the agreement;
- be fit for the stated purpose; and
- comply with the relevant legislation as well as applicable standards, type approvals and safety regulations.

In addition, the manufacturing process and the raw materials used in the production of the goods shall comply with given specifications, product leaflets, drawings and samples. When working in the Purchaser's premises, the Seller must follow the Purchaser's safety regulations.

### 11 Guarantee

The Seller shall guarantee the goods for a period of 24 months from the date of delivery, unless otherwise agreed.

## 12 Product safety

The Seller shall hold harmless and indemnify the Purchaser for all liability arising out of product liability or product safety legislation, if such liability is based on properties of the goods delivered by the Seller.

## 13 Liability for defects

The Seller shall be responsible for defects that have been present in the goods at the time they were delivered to the Purchaser in accordance with the agreement, even if the defect is detected later.

If the Purchaser demands that the Seller shall repair notified defects, this must take place immediately upon receipt of a justified complaint from the Purchaser. The Seller shall bear all costs connected with the repair of such defects. If the defect is detected during the guarantee period, the guarantee period shall be extended by the period during which the goods as a result of the defect cannot be used for their intended purpose. For a repaired or replaced part, a new guarantee period shall apply for the same period of time as for the original part.

The following defects may be repaired by the Purchaser without affecting the Seller's guarantee responsibilities:

- a) minor defects
- b) defects that the Seller cannot or does not promptly repair
- c) any other defects in particularly urgent cases

The Purchaser must give the Seller an advance written notice that he intends to repair the defect in accordance with this clause. If the Seller is responsible for defects in the goods, he is also liable to pay compensation for any cost, loss, damage and expenses that occur as a result of the defect.

## 14 Liability Related to External Workforce

The Seller shall be liable for the provision of all information required in the Finnish law on the requirements in the use of external workforce (Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out 1233/2006, as amended) to the Purchaser without specific request. In particular, the Seller shall provide the certificates stating how the social security of the workers posted after the start of the work described in the Agreement is determined before the posted workers in question start their work. The Seller shall be liable to follow the regulations of the Posted Workers Act (447/2016). Therefore, in case the Seller does not have a business location in Finland, it shall select a representative in Finland, who is authorised to act for the Seller in a court of law and to receive on behalf of this company writs of summons and other documents issued by the authorities. The representative shall be selected no later than at the date when the posted worker starts working, and the authorization shall be valid for a minimum of 12 months after the date at which the posted worker ceases working in Finland.

The Seller warrants and guarantees that it has fulfilled the obligations stated in said acts as well as any other legislation applicable. If the Seller does not provide said information or has not fulfilled obligations as set forth above, the Purchaser shall be entitled to terminate the Agreement forthwith with immediate effect. The Seller shall recompense any payment of omission imposed on the Purchaser arising from the Seller's failure to provide information and/or fulfil its obligations under this requirement.

The Occupational Safety and Health authorities supervise compliance with and advise with regard to the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out. The contact information is:

Etelä-Suomen aluehallintovirasto  
Työsuojelun vastualue  
PL 110  
00521 Helsinki  
tyosuojelu.etela@avi.fi

## 15 Payment

The agreed payment term will commence when the Purchaser has received both the delivery as per the parties' contract and a correct invoice. Term of payment is 30 days net unless other term has been mutually agreed. If payment is not made promptly, penalty interest will be payable in accordance with the Interest Act in force at the time. If the Purchaser has a justified claim against the Seller as a result of the purchase, the Purchaser may withhold an equivalent amount from its payment.

## 16 Subcontractors

If the Seller intends to use subcontractors, the Purchaser must be informed thereof in writing. For components that the Seller acquires from subcontractors, the same conditions apply as for the rest of the order. If it is stated explicitly in the order which subcontractors are to be used, this information is binding for the Seller.

## 17 Insurance

The Seller shall have a customary, adequate third party insurance covering losses arising from defects in the goods. The Seller shall, at the request of the Purchaser, send the Purchaser proof of such insurance. If the Seller omits to do so, the Purchaser may, at the Seller's expense, arrange equivalent insurance coverage himself.

## 18 Commercial documentation

The Purchaser's order number must be stated in all correspondence. This must also appear on the invoice and on the delivery note, which must always accompany the delivered goods. If the goods are delivered without a delivery note, extra costs may arise for the Purchaser, which costs must be compensated for by the Seller.

The scope of the commercial documentation in other respects will be stated in the order.

## 19 Grounds for relief (force majeure)

Either contracting party shall have the right to receive a reasonable extension to the time of delivery, if it is prevented by acts of war, export or import prohibitions, natural catastrophes, interruption in energy distribution or other equally significant and exceptional reason.

## 20 Environmental aspects

When designing a product and choosing materials and manufacturing methods, the Seller shall take appropriate regards to environmental aspects. All vendors must follow 'Reach clause 05.2017' norms and regulations. The Reach clause can be found at [www.saint-gobain.fi/yhteystiedot/hankinta-ja-laskutusohjeet](http://www.saint-gobain.fi/yhteystiedot/hankinta-ja-laskutusohjeet).

## 21 Applicable law

The agreement and these general terms shall be governed by Finnish law. In addition, the Seller undertakes to comply with all applicable laws including but not limited to export controls legislation and to inform the Purchaser of any resale or re-export restriction affecting the goods or services (e.g. U.S. content, dual-use or military content). If, at any time, any new law or regulation renders the performance of its duties impossible or illegal for the Purchaser, the Purchaser shall be entitled to cancel the order and terminate the relationship without any liability to the Seller.

## 22 Disputes

Any dispute, controversy or claim arising out of or relating to the Agreement of which these purchasing conditions form an integral part shall (unless otherwise stated in such agreement) be

finally settled by arbitration in accordance with the Rules of Arbitration of the Central Chamber of Commerce of Finland. The arbitration proceedings shall take place in the place where the Purchaser has his registered office in the official language of such place, in case of Finland in Finnish. Either party may, however, initiate proceedings in a competent court in the place where the Purchaser has his registered office or with a competent authority in the place where the Purchaser has his registered office concerning undisputed and overdue claims and concerning other claims, the capital amount of which is less than EUR 50,000.

### **23 Validity**

These conditions shall apply as of 2017-06-01 and until further notice.