

TERMS AND CONDITIONS OF PURCHASE

This document sets out the Terms and Conditions of Purchase agreed between Saint-Gobain Construction Products UK Limited trading as Celotex and the Supplier for the provision of Goods and Services and the Supplier acknowledges receipt of a copy of these terms and their incorporation into the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1. 'Applicable Data Protection Laws' means (i) to the extent the UK GDPR applies, the laws of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data and/or privacy; (ii) to the extent the EU GDPR applies, the laws of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data and/or privacy, in each case, as updated, amended or replaced from time to time.
- 1.2. 'Company' means Saint-Gobain Construction Products UK Limited trading as Celotex.
- 1.3. 'Contract' means the agreement entered into between the parties.
- 1.4. 'DP Regulator' means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Applicable Data Protection Laws.
- 1.5. 'Data Subject', 'Personal Data' and 'Processing' and 'Process' shall have the meaning set out in the UK GDPR.
- 1.6. 'EU GDPR' means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
- 1.7. 'Goods' means all or any of the materials, items or products which the Supplier has contracted to provide to the Company.
- 1.8. 'Price' means in relation to the Goods and/or Services, the price agreed between the Parties and set out in the relevant Purchase Order.
- 1.9. 'Purchase Order' means the Company's written or oral instructions to the Supplier incorporating these Terms and Conditions and requesting that the Supplier supply the Goods or perform the Services.
- 1.10. 'Regulations' means directives, statutes, regulations, codes of practice or other instructions having the force of law relevant to the handling storage use sale or supply of goods or the provision of services in force from time to time.
- 1.11. 'Services' means the services to be performed by the Supplier for the Company pursuant to and set out in any Purchase Order.
- 1.12. 'Supplier' means the person or company who is engaged by the Company to provide the Goods or perform the Services and to whom the Purchase Order is addressed.
- 1.13. 'UK GDPR' has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 1.14. (i) In the event of conflict between the documents comprising the Contract they will take priority in the following order:-
Purchase Order; first
Terms and Conditions of Purchase; second.
- (ii) The words "include" or "including" shall be interpreted without limitation to the words following.
- (iii) References to Clauses shall be deemed to be clauses of these Terms and Conditions of Purchase.
- (iv) The headings in these Terms and Conditions of Purchase are for convenience only and shall not affect their interpretation.
- (v) The singular shall include the plural and vice versa.
- (vi) References to any statute, statutory provision or regulation shall be construed as a reference to that statute provision or regulation as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2. APPLICATION OF CONDITIONS

- 2.1. These conditions shall govern the Contract between the Company and the Supplier.

- 2.2. The terms and conditions of the Contract may only be altered by the written agreement of the Parties and any agreed amendments will be recorded on a separate amendment sheet.
- 2.3. Each Order for Goods and/or Services by the Company from the Supplier shall be deemed to be an offer by the Company to purchase Goods and/or Services subject to these Terms and Conditions and no Purchase Order shall be accepted until the Supplier gives notice of acceptance of the offer in writing. If the Supplier shall not previously have accepted these Terms and Conditions, then acceptance of the Purchase Order by him shall also constitute such acceptance.
- 2.4. Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement letter or any other document issued or sent by the Supplier, these Terms and Conditions shall apply to the entire exclusion of all other terms or conditions and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.5. These conditions shall be subject to such further special conditions as may be prescribed in writing by the Company but only when such variations have been signed by a Director of the Company, the Company's Purchasing Manager or a Manager specifically authorised by the Company.
- 2.6. The Company shall be entitled to make reasonable visits to any or all of the Supplier's premises for the purpose of inspecting work in progress and shall give not less than 48 hours' notice in writing of such visits.
- 2.7. The Supplier shall not assign or subcontract all or any portion of its rights or obligations under this Contract without the prior written approval of the Company.

3. PRICES

- 3.1. Unless otherwise agreed in writing the Prices shown in the Purchase Order are firm and fixed for the duration of the Contract. Neither variation in the Price nor extra charges will be accepted by the Company. Where no price is shown the Order is conditional upon the Price being acceptable to the Company.
- 3.2. Prices are exclusive of Value Added Tax but inclusive of all other taxes, duties and all other charges.
- 3.3. Unless otherwise agreed in writing the Price shall include payment for all tools, patterns, dies, moulds, jigs, fixtures, drawings, data, artwork or other material created under this Contract.
- 3.4. The Price is inclusive of all fees, royalties and charges in respect of all artwork, data, designs, drawings, specifications, tooling, goods or other materials created by the Supplier.
- 3.5. The Company will be allowed all discounts normally offered by the Supplier for bulk purchases, prompt payment and other reductions.
- 3.6. The Price will include all necessary packaging, shipping and delivery costs.

4. TERMS OF PAYMENT

- 4.1. Payment of the Price (or any part thereof) shall not constitute any admission by the Company as to the performance by the Supplier of its obligations under the Contract.
- 4.2. All invoices must state the Company's Contract/ Purchase Order number and the Supplier's advice number. Documents not bearing the above information will become disputed invoices until such time as the relevant information is provided. Furthermore, the Supplier shall provide all other documentation in relation to the Goods and/or Services which the Company may from time to time reasonably require.
- 4.3. The Company reserves the right to withhold payment in respect of disputed invoices and the Company shall notify the Supplier of any disputed invoices within 14 working days of receipt. When an invoice that has been in dispute is subsequently cleared for payment, then the settlement terms that are applicable will be applied from the date of clearance. The Supplier, without prejudice to its other rights and remedies, shall be entitled to charge interest on late payment of non-disputed invoices at the rate of 2 per cent per annum above Barclays bank base rate for the time being in force from the due date of payment until the actual date of payment.
- 4.4. The Company reserves the right to deduct any monies due or to become due from the Supplier to the Company from any monies due or to become due from the Company to the Supplier and for the purposes of The Insolvency Act 1986 and Rules, a mutual arrangement is hereby established in order to effect the provisions of this Clause 4.4.
- 4.5. Unless otherwise agreed between the parties in writing, payment of undisputed accounts will be made via BACS on the fifth day of the month, three months following the end of the month in which the invoice is received by the Company but time for payment shall not be of the essence of the Contract. Where

payments are due in June and December in each year then the Company shall defer these payments until the following month being July and January respectively ("**Deferred Payment**").

5. RIGHT OF OWNERSHIP/PASSING OF TITLE

- 5.1. The property and risk in the Goods shall pass to the Company on delivery at the place specified on the Purchase Order without prejudice to any rights of rejection. Where advance payments have been made, either in part or in full, title to the Goods shall pass to the Company at the time when any instalment or payment is made.
- 5.2. The Supplier shall not be entitled to exercise a right of retention on any Goods in the Company's possession and which are the property of the Company nor exercise a lien over the Company's property which is in the Supplier's possession.

6. DELIVERY

- 6.1. The Supplier will deliver the Goods to the point of delivery and/or perform the Services at the location specified on the Purchase Order, at the Supplier's risk and on the date for delivery or performance as also set out on the Purchase Order. Delivery or performance will only be accepted by the Company during normal working hours, and if no date is specified on the Purchase Order then delivery or performance shall take place within 28 days of the date of the Purchase Order. The Company reserves the right to refuse payment for Goods or Services that are delivered or performed after the date on which they should have been performed (unless previously approved by the Company in writing).
- 6.2. The Supplier shall supply the Company in good time with any instructions or other information required to enable the Company to accept delivery of the Goods or performance of the Services.
- 6.3. In the event that the delivery note is marked "not examined" the Company will inspect the Goods within a reasonable period after delivery or performance and if in the reasonable opinion of the Company the Goods do not comply with the Purchase Order/Contract and specification therein the Company will notify the Supplier in writing. If the Supplier disagrees with the contents of the notification it shall within 72 hours of receipt of a written request by the Company arrange a joint inspection at the place of delivery. Failing this, the Supplier shall be deemed to have accepted that the Goods delivered are as stated by the Company and shall take such action as the Company considers necessary in order to resolve the issue to the satisfaction of the Company.
- 6.4. Time for delivery of the Goods and/or performance of the Services shall be of the essence of the Contract.
- 6.5. The Supplier shall not make material commitments or production arrangements in advance of reasonable flow-time needed to meet the Company's delivery schedule. No claims shall be made for such advance effort in case of change, suspension or termination.
- 6.6. Weights and measures of Goods supplied are subject to verification by the Company at the place of delivery and the quantities so determined shall be taken as final. In the event of a discrepancy the Supplier shall be given reasonable facilities to check the quantities delivered.
- 6.7. If delivery of the Goods or performance of the Services is delayed by some cause totally outside the control of the Supplier, then the Supplier shall give written notice to the Company of such cause within 7 days of its occurrence. The Company may then (but without prejudice to its other rights) allow such extra time for delivery or performance as is reasonable in the circumstances.
- 6.8. Unless the Company has exercised its rights under Clause 6.10 or otherwise agreed in writing the Supplier shall as soon as reasonably practicable and at its expense make good any shortages in the Goods and where appropriate, collect any of the Goods which do not comply with the Purchase Order, which have been damaged in transit or which have visual defects and replace the same within 48 hours of the Supplier's acceptance or deemed acceptance in accordance with Clause 6.3 above.
- 6.9. All Goods delivered to the Company or a third party must comply as to quantity, quality, description and sample as specified in the Contract, Purchase Order or Specification and any failure to comply with this sub-clause no matter how slight the non-conformity will entitle the Company, at its option, to reject the whole delivery of Goods and claim damages suffered as a result.
- 6.10. Where the Company agrees to accept delivery of the Goods and/or performance of the Services by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver and/or perform any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 6.11. If the Goods delivered to the Company are in excess of the quantities ordered by the Company, the Company shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

7. PACKAGING AND CARRIAGE

- 7.1. All Goods must be properly packaged to survive transit, and to resist pilferage, distortion, corrosion or contamination.
- 7.2. All Goods shall be clearly and legibly labelled and addressed.
- 7.3. All shipments must be accompanied by a packing advice note stating the Purchase Order/Contract number and listing in full the contents.
- 7.4. The Company seeks to reduce its environmental impact to the minimum. Therefore, all packaging on Goods supplied MUST comply with The Packaging (Essential Requirements) Regulations 1998.
- 7.5. The Supplier must ensure that:-
 - (i) Packaging is limited to the minimum amount of material required to maintain the necessary level of safety and hygiene and be designed, produced and commercialised in such a way as to permit its recovery through material recycling, incineration and energy recovery, composting or biodegradation;
 - (ii) Noxious or hazardous substances in packaging is minimised in emissions, ash or leachate from waste management operations. In addition, the total concentration of specified heavy metals (lead, mercury, cadmium and hexavalent chromium) must not exceed 250 parts per million.
- 7.6. The Supplier must ensure that all packaging complies with the relevant legislation or regulations.
- 7.7. To ensure the Company's compliance with the Producer Responsibility (Packaging Waste) Regulation 1997, the Company requires packing weight data (by waste type) from the Supplier for all packaging supplied, that may be passed onto its customer. The provision of this information is required for all Goods supplied to the Company.

8. DAMAGE IN TRANSIT

All Goods to be delivered against this or any other Contract are at the sole risk of the Supplier until officially received by the Company at the delivery point stated overleaf.

9. RETURNS, CANCELLATION AND TERMINATION

- 9.1. The Company reserves the right to return to the Supplier at the Supplier's expense any Goods delivered in advance of the contracted delivery date, such Goods shall remain at the Supplier's risk at all times.
- 9.2. The Company may without affecting its accrued rights terminate all or any part of this Contract by giving notice to the Supplier, if:-
 - 9.2.1. the Supplier refuses or fails to deliver the Goods or perform the Services within the time specified; or
 - 9.2.2. the Supplier commits a breach of any of the terms and conditions of the Contract;
 - 9.2.3. any distress, execution or other process is levied upon any of the assets of the Supplier;
 - 9.2.4. the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
 - 9.2.5. the Supplier suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Supplier, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Supplier ceases to trade;
 - 9.2.6. the Supplier ceases or threatens to cease to carry on its business; or
 - 9.2.7. the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

- 9.3. In the event of a termination for default, the Company's liability shall be limited to the payments for Goods delivered or the Services performed, and accepted, by the Company under the Contract.
- 9.4. The Company may terminate the Contract at any time for its convenience, in the whole or in part, in which event, the Company's sole obligations and liability to the Supplier shall be to reimburse the Supplier for those Goods actually delivered and accepted by the Company and those Services performed and accepted up to the date of termination.
- 9.5. The Company may order suspension of a Purchase Order, or part thereof, by notice in writing. In such event the Supplier will minimise the cost of such suspension and the Company will upon request make an equitable adjustment to the Contract to reflect the period of the suspension.
- 9.6. In no event shall the Company be responsible for loss of the Supplier's anticipated profit or other consequential or purely economic loss nor shall the Company's liability exceed the Contract value.
- 9.7. The Company may at any time make changes in shipping and packing instructions, quantities, drawing, designs, specifications, place and/or time of delivery or performance, for which an appropriate adjustment to the Contract shall be made and agreed between the parties in writing.
- 9.8. Where the Company has issued a "Blanket Order" for the sake of administrative convenience, such a "Blanket Order" will be deemed to be an estimate of orders only and the Company may cancel any part of these instructions without any obligation or liability to the Supplier whatsoever.

10. SPECIFICATIONS, DRAWINGS AND COPYRIGHT

- 10.1. The copyright and other intellectual property rights in all artwork, data, designs, drawings, specifications, tooling, goods and other materials created by the Supplier, his agent, employees or subcontractor in furtherance of the Contract shall vest in the Company absolutely.
- 10.2. The Supplier assigns (free of all third party rights) all copyright, design rights or other intellectual property or proprietary rights created or developed as a result of or in any connection with this Contract to the Company.
- 10.3. Any tools, patterns, dies, moulds, jigs, fixtures, drawings, or any other forms of intellectual property rights in all drawings, specifications, data and artwork furnished to the Supplier by the Company, or fully or partially paid for by the Company shall be the property of the Company and subject to removal by the Company upon completion of this Contract, and shall be used only in fulfilling the Contract and held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions.
- 10.4. The Supplier agrees not to make any use of goods, tooling, data, designs, or any other forms of intellectual property rights in all drawings, specifications, artwork and other information furnished by the Company or created hereunder, except for the performance of the Contract and in accordance with the Company's instructions.
- 10.5. The Supplier agrees not to disclose such data, designs, drawings, specifications, artwork or other information to any third party other than as necessary for the purposes of enabling it to perform its obligations under the Contract.
- 10.6. Upon completion or termination of the Contract, the Supplier shall return to the Company on demand all such tooling, data, designs, drawings, specifications and other material or information, including artwork and any copies thereof made by the Supplier.
- 10.7. This Contract is confidential between the Company and the Supplier, and it is agreed by the Supplier that none of the details connected herewith or the relationship between the parties shall be published or disclosed to any third party without the Company's written permission.
- 10.8. The Supplier will ensure that all Goods supplied to the Company are free from asbestos and/or asbestos contamination.
- 10.9. Prior to making any change in the properties, composition, construction, colour, processing or labelling of the Goods originally approved under the Specification (including any changes to the raw materials you use, or changes in the suppliers of those raw materials) and whether or not such changes affect the ability of the Goods to meet the Specification, the Supplier shall notify the Company's central purchasing team at least 6 months prior to any such change to obtain approval for the proposed change.

11. QUALITY OF SERVICES

- 11.1. The Supplier warrants that the Services will be performed with all due skill and care and by appropriately qualified and trained personnel.

- 11.2. If the Company considers that the Supplier has provided sub-standard, defective or negligent Services it will notify the Supplier and the Supplier shall at the option of the Company either take such steps as necessary to remedy the Services and bring them to the requisite standards and/or refund to the Company all sums paid by the Company in respect of the defective, sub-standard or negligently performed Services.

12. GUARANTEE

- 12.1. It shall be a condition of the Contract that the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Purchase Order, with the Contract description and with any statements or undertakings made by the Supplier, or his employees, or agents, prior to the making of the Contract.
- 12.2. The Supplier recognises that the Company has placed the Contract relying upon the skill and expertise of the Supplier and any statements and representations made by him.
- 12.3. If any or all of the Goods supplied shall be defective upon delivery or shall prove to be defective with 12 months' use, the Company may call upon the Supplier, without prejudice to the Company's other rights, to rectify, replace or reimburse at the Company's option the defective Goods.
- 12.4. All rectification and replacement will be carried out at the Supplier's own expense.
- 12.5. All obligations in this guarantee shall further apply to any such rectified or replacement Goods.
- 12.6. This guarantee shall also apply to the benefit of the Company's customers or other users of the Goods.

13. DATA PROTECTION

- 13.1. The Supplier shall comply with the provisions and obligations imposed on it by the Applicable Data Protection Laws at all times when processing Personal Data in connection with the Contract.
- 13.2. The Supplier shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Applicable Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 13.3. To the extent the Supplier receives from, or processes any Personal Data on behalf of, the Company, the Supplier shall:
- 13.3.1. process such Personal Data (i) only in accordance with the Company's written instructions from time to time (including those set out in the Contract), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Supplier shall notify the Company of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of the Contract;
 - 13.3.2. not process such Personal Data for any purpose other than those set out in the Contract or otherwise expressly authorised by the Company;
 - 13.3.3. take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
 - 13.3.4. implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - 13.3.5. not transfer such Personal Data outside the UK and the EU without the prior written consent of the Company. Any transfer between the UK and the EU (or vice versa) must be effected in accordance with Applicable Data Protection Laws;
 - 13.3.6. inform the Company within 24 hours if any such Personal Data is (while within the Supplier's or its subcontractors' or affiliates' possession or control) subject to a personal data breach (as defined in of the UK GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - 13.3.7. only appoint a third party (including any subcontractors and affiliates) to process such Personal Data with the prior written consent of the Company;
 - 13.3.8. not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Company or as expressly provided for in the Contract;
 - 13.3.9. as the Company so directs, return or irretrievably delete all Personal Data on termination or expiry of the Contract, and not make any further use of such Personal Data (except to the extent

applicable law requires continued storage of the Personal Data by the Supplier and the Supplier has notified the Company accordingly);

- 13.3.10. provide to the Company and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Clause 13 and/or the Applicable Data Protection Laws;
 - 13.3.11. permit the Company or its representatives to access any relevant premises, personnel or records of the Supplier on reasonable notice to audit and otherwise verify compliance with this Clause 13;
 - 13.3.12. take such steps as are reasonably required to assist the Company in ensuring compliance with its obligations under the Applicable Data Protection Laws;
 - 13.3.13. notify the Company within two (2) business days if it receives a request from a Data Subject to exercise its rights under the Applicable Data Protection Laws in relation to that person's Personal Data; and
 - 13.3.14. provide the Company with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Applicable Data Protection Laws in relation to that person's Personal Data.
- 13.4. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Applicable Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 13.5. The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Supplier or its employees, agents, consultants or sub-contractors to comply with any of its obligations under this Clause 13.

14. LIMIT OF LIABILITY

- 14.1. The Supplier shall indemnify and keep the Company indemnified in full and on demand against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
- 14.1.1. defective workmanship, quality or materials;
 - 14.1.2. Goods and/or Services supplied which do not comply with the Contract;
 - 14.1.3. Goods and/or Services supplied which do not comply with the Regulations;
 - 14.1.4. any dispute or claim whether in contract or tort or the assertion of a statutory right or other claims or proceedings made or brought against the Company in respect of or in connection with Goods and/or Services supplied or the use of or any other dealing with the Goods and/or Services by the Company or by a third party including but not limited to product liability claims, claims under the Consumer Protection Act 1987 and claims by a third party alleging infringement of its intellectual property rights;
 - 14.1.5. any act or omission of the Supplier or its employees or agents or subcontractors in carrying, supplying, delivering, loading, off loading or installing the Goods;
 - 14.1.6. any act or omission of the Supplier or its employees or agents or subcontractors in connection with the performance of the Goods or Services;
 - 14.1.7. any act or omission of any third party to whom the Supplier has assigned transferred or subcontracted any of its obligations under the Contract;
 - 14.1.8. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
 - 14.1.9. any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services performed by the Supplier as a direct consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

- 14.2. The Supplier shall keep the Company fully and effectively indemnified against any royalties payable by the Supplier.
- 14.3. The Supplier shall keep the Company fully and effectively indemnified against any claims concerning product liability under the Consumer Protection Act 1987.
- 14.4. The Supplier shall supply the Company at the Supplier's expense with all reasonable assistance required by the Company to deal with any claim.
- 14.5. Claims under Clause 14.1 shall include claims for personal injury and death save that Clause 14.1 shall not apply to claims relating to personal injury or death caused by the negligence of the Company its employees or agents.
- 14.6. This indemnity shall not apply if and to the extent that a claim arises from:-
- 14.6.1. the Company's fraudulent misrepresentation for which the Company shall be responsible: or
- 14.6.2. defects in design or any specification if the Company has supplied or furnished the design or specification and the Supplier has disclaimed any responsibility.

15. HEALTH AND SAFETY AT WORK

The Supplier shall provide the Company with all necessary instructions and manuals and take all other precautions necessary to ensure the safe usage of the Goods, together with compliance with any relevant safety regulations.

16. QUALITY CONTROL AND INSPECTION

- 16.1. The Supplier shall allow the Company access to the Supplier's manufacturing site to carry out any quality audit or work in progress inspection.
- 16.2. At any time prior to delivery of the Goods to the Company, the Company shall have the right, at all times, to inspect and test the Goods and the Supplier shall provide the Company with all facilities reasonably required for such inspection and testing.
- 16.3. If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Supplier, the Company shall inform the Supplier within 14 days of the inspection and/or testing and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.
- 16.4. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

17. PUBLIC AND PRODUCT LIABILITY AND INSURANCE

- 17.1. The Supplier shall have in place a suitable policy of insurance to cover its liabilities to the Company and other parties under the Contract and the Company shall have the right to request evidence of such insurance. Such insurance shall be as follows:
- (i) Public liability insurance to provide a limit of liability in respect of any one accident or occurrence of (£1million (for small companies of 1 to 5 employees) £5million (for medium sized companies of 6 to 100 employees) £10million (for large companies of 101 employees or more).
- (ii) Employers' liability insurance of £5million or such a sum, the minimum being £5million, as shall have been agreed in writing in respect of any one accident or occurrence. In the case of self-employed contractors, insurance in respect of death or personal injury claims of £1million.
- (iii) Product liability insurance (where relevant) of £5 million in respect of any one incident or occurrence.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1. The Supplier shall act at all times as principle and shall not, without the prior consent in writing of a duly authorised officer of the Company, assign, transfer or sub-contract any obligations or benefit of these conditions or the terms of the Contract. In the event that such consent is given to sub-contract, the Supplier agrees that it remains bound by these terms as principal.

19. PRODUCT RECALL

- 19.1. The Supplier shall notify the Company immediately on becoming aware of any reason which may lead to the Supplier or the Company carrying out a product recall, including without limitation, any claim concerning the safety of Goods or their non-compliance with any specification or Regulation.
- 19.2. If, in the opinion of the Company, it is necessary to withdraw all or some of the Goods from its premises or from sale or to recall all or some of the Goods from its customers or any third party which may have ownership or possession of the same, then:-
- (i) the Company shall give immediate written notice to the Supplier of its decision and its reasons;
 - (ii) the Supplier shall have 24 hours to respond in writing to such notice either by agreeing to such recall, (in which event Clause 19.2(iv) shall prevail) or giving reasons why it does not agree to such recall;
 - (iii) if any dispute over the proposed recall cannot be agreed within a further 12 hours, but the Company has been notified by a regulatory authority or has other justifiable reason to believe that the Goods are unsafe or may cause damage to third parties or their property, the Company may commence a product recall in its own name;
 - (iv) in the event that the Supplier agrees with the Company that a product recall should take place, it will conduct the product recall in its own name (or if it is a Company 'own brand' in joint names or the Company's sole name at the Company's sole option) with the assistance of the Company at the Supplier's own cost and will indemnify the Company for all reasonable costs and expenses incurred in relation thereto;
 - (v) The Parties will use their best endeavours to agree a product recall procedure in advance. In the absence of such agreement, a product recall will be conducted in accordance with the Company's standard product recall procedure if it is a Company 'own brand' product. The Supplier's procedure shall be used for Supplier branded products if it is, in the Company's opinion, a satisfactory procedure to ensure the safety of its customers is paramount. The Supplier shall have in place a suitable policy of insurance for adequate amounts in respect of any product recall, which should as a minimum have coverage of £5million.
 - (vi) The Supplier shall indemnify and keep the Company indemnified in full and on demand for all direct, indirect or consequential liability damages claims, losses including without limitation loss of anticipated profit costs and expenses including professional and legal costs on an indemnity basis suffered incurred or paid as a result of or in connection with any product recall of any Goods including without limitation the costs of undertaking the recall, costs associated with the testing of the Goods, selling or supplying replacement goods, all associated distribution and storage of recalled goods costs, advertising and mailing costs, loss of reputation and brand name damage. The Company shall use its reasonable endeavours to mitigate any loss which the Supplier may suffer as a result thereof.

20. IDENTIFICATION OF GOODS AND BRANDING

- 20.1. All Goods will bear the Supplier's name or identification mark, even if the Goods are not manufactured by the Supplier. In addition, each of the Goods will bear a unique batch number which will correlate with the batch numbers on the invoice, delivery and advice notes. The Supplier will record this batch number. In the event that the Goods cannot be physically marked as described, the Goods shall either be labelled or packaged with the relevant information contained thereon.
- 20.2. If the Company requests the Supplier to consider branding the Supplier's Goods using the Company's name, logo or get-up as specified by the Company, the Parties shall use all reasonable endeavours to agree the procedures for such own branding. Notwithstanding such branding, the Supplier will ensure that the Goods state a unique batch number in such style, typeface and position as shall be agreed with the Company.
- 20.3. If requested to do so by the Company, the Supplier shall supply Goods at no extra cost to the Company with bar codes in accordance with the Company's instructions.

21. CUSTOMER COMPLAINTS

In the event that the Company is given notice of any claim, whether actual or threatened, concerning some or all of the Goods or product of the Services, it will inform the Supplier as soon as practicable of the nature of such claim. The Supplier will, within 14 days of a request by the Company, inspect the said Goods or Services, whether at the Company's or third party's premises and prepare and submit to the Company a written report of its findings within the following 14 days. In addition, and if the Company or its customer so requests, it will reimburse the Company the cost of instructing an industry independent expert to inspect the said Goods or Services to give an opinion in relation to their conformity with the Contract. Neither Party shall be bound by any report or opinion provided under this clause.

22. FORCE MAJEURE

- 22.1. In the Contract "force majeure" shall mean any cause preventing either party from performing any or all of its reasonable obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 22.2. If either party is prevented or delayed in its performance of any of its obligations under the Contract or any Purchase Order by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice and to Clauses 22.3 and 22.4 below shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 22.3. If either party is prevented from performance of its obligations for a continuous period, which exceeds agreed delivery lead times by a period of one month, either party may terminate any Purchase Order or the Contract forthwith on service of a written notice upon the party so prevented. If the Company serves such notice as a result of a force majeure event claimed by the Supplier, the Company shall be entitled to exercise its right of set-off under Clause 4.4 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier's notice under Clause 22.2, such costs having been incurred by the Company to ensure the Company honoured its obligations to its customers. These costs, without limitation, include the additional costs and charges of sourcing the Goods from a third party. To the extent set-off does not fully reimburse the Company in respect of such extra costs the Supplier shall indemnify and keep indemnified the Company in respect of the same.
- 22.4. The party claiming to be prevented or delayed in the performance of any of its obligations under the Contract or any Purchase Order by reason of force majeure shall take all steps as are necessary to bring the force majeure event to a close or to find a solution by which the Contract or any Purchase Order may be performed despite the continuance of the force majeure event.

23. CORPORATE RESPONSIBILITY

23.1. Business practice – legal compliance

The Supplier will carry on its activities in compliance with the principle of transparency and in strict accordance with applicable domestic and international legal standards.

In particular:

- the Supplier prohibits any actions liable to falsify or distort free competition or market access or infringe the applicable legal rules in this field;
- the Supplier rejects any form of active or passive corruption in domestic or international transactions covered by the OECD Convention dated 17 December 1997;
- the Supplier refrains from any practice leaning towards interesting, either directly or indirectly, the colleagues of the Company or the Company's customers with whom it is on business terms, in developing its commercial relations, personally or in whatever shape or form (gifts in cash or in kind, in the form of goods or services, discounts, rebates, financial contributions participation for free or in return for payment); and
- the Supplier refrains from participating in any form of financing political parties or activities even if authorized under local legislation.

23.2. Environmental protection

The Supplier agrees to adopt a cautious approach to issues concerning the environment and responsible environmental practices.

The Supplier will implement policies on managing and improving its industrial processes designed to limit environmental impact.

In particular, the Supplier will strive in its respective domains to:

- optimise energy consumption with a view to reducing greenhouse gas emissions;
- optimise its consumption of natural resources;
- reduce the quantities of waste released and develop reclamation and recycling solutions; and
- reduce discharges into natural surroundings and other sources of pollution.

The Supplier encourages the development and distribution of environmentally-friendly technologies and work towards achieving the targets listed above.

23.3. Occupational health and safety

The Supplier endeavours to take the necessary steps to ensure occupational health and safety.

In particular, the Supplier agrees to implement for its own activities a policy aimed at identifying and preventing risks affecting the health and safety:

- of its full-time and temporary members of staff;
- of its customers' employees and the users of its products;
- of its own suppliers and subcontractors' employees (temporary and full-time); and
- of the surrounding communities.

The Supplier agrees to ensure that its employees fully comply with all applicable safety instructions when working on Saint-Gobain group sites.

23.4. Employee rights

The Supplier (in respect of its own employees) will comply with the legal rules and regulations applicable in the countries where it operates as well as the principles as set down by the International Labour Organization concerning workers' rights, especially in the area of social security, working hours and conditions, compensation and exercising freedom of association.

The Supplier undertakes not to resort in any way, directly or through its subcontractors or suppliers,

- to forced labour, and
 - to child labour,
- as defined by ILO Conventions.

The Supplier agrees not to practice any form of job discrimination.

24. REACH REGULATIONS

Caring for the environment and respecting health and safety in the work environment are part of the Saint-Gobain Group's Principles of Conduct and Action.

- 24.1. As manufacturer, importer or distributor (as the case may be) of the chemical substances sold to the Company, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorisation and restriction of chemical substances ("EU REACH Regulation") and "UK REACH Regulation" (being equivalent to EU REACH Regulation as at 01 January 2021 and as may be amended from time to time by UK authorities)) on the one hand and the classification, labelling and packaging of substances and mixtures ("CLP Regulation") on the other hand.
- 24.2. As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change in EU REACH Regulation and/or UK REACH Regulation and, consequently, to adapt its own obligations towards the Company for the whole duration of the present Contract.
- 24.3. In this respect, the Supplier shall in particular ensure that the substances provided to the Company are duly registered for the uses that have been indicated to him by the Company in both UK and EU. The Supplier undertakes to provide the Company with the registration numbers of the substances in both territories.
- 24.4. Moreover, should these substances be subject to an application for inclusion in the European Chemical Agency's ("ECHA") candidate list of substances of very high concern or the equivalent candidate list of very high concern (notification to HSE) under UK REACH Regulation, the Supplier shall inform the Company as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Company of mixtures or articles containing such substances.
- 24.5. In addition, in the event that the substances supplied to the Company are subject to authorisation or restriction, the Supplier undertakes to inform in writing the Company of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.
- 24.6. The Supplier undertakes to inform the Company with a minimum of six (6) months' written notice if, in the course of the present Contract, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.
- 24.7. The substances and/or mixtures shall be accompanied by any information that is necessary in order to enable the Company 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 of all information referred to in Article 32 of the EU REACH Regulation and UK REACH Regulation.

- 24.8. The Supplier guarantees the Company against any financial consequences arising from the Supplier's non-compliance with its obligations resulting from the EU REACH Regulation, UK REACH Regulation and CLP Regulations and the present clause. Any limitation of liability provided elsewhere in this Contract does not apply to liability incurred by the Supplier in this respect.

25. COMPETITION LAW COMPLIANCE

- 25.1. The Parties intend that the Contract and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with EC and UK competition laws, and the Parties are satisfied that the Contract does so comply as at the start date of this Contract.
- 25.2. The Parties agree during the term of the Contract to take all appropriate steps to ensure that there are no discussions, exchanges or disclosures of information or documents, or other acts or omissions by or between them in relation to the Contract which might contravene applicable competition laws.
- 25.3. In the event that either Party believes, for any reason, that the Contract no longer complies with all applicable competition laws, it must notify the other Party immediately. Both Parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary the Contract so that it complies with all applicable competition laws while giving effect so far as possible to the Parties' original intentions in relation to the Contract.
- 25.4. Notwithstanding Clause 25.3 where in the future the Company should consider that the Contract does not comply with the applicable competition rules, then it will allow the Supplier to supply a sufficient quantity of its output to the Company's competitors to remove any anti-competitive effects of the arrangement.

26. RESPONSIBLE DEVELOPMENT

26.1. Responsible purchasing

The Saint-Gobain Group has signed up to the "United Nations Global Compact" and applies the "OECD guidelines for multinational enterprises" as well as the fundamental principles and rights at work described in the "ILO Declaration" (International Labour Organization). In this context, it has notably adopted a policy of responsible purchasing, an integral part of the Group's Responsible Development policies.

The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in Saint-Gobain's "Suppliers Charter" (hereinafter referred to as the "Charter") which is available at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>. A copy of the Charter is also available from the Company upon request.

In addition to this Charter, Saint-Gobain has set up a professional alert system for suppliers allowing them to report any event or conduct non-compliant with applicable laws and regulations, international rules or with the principles of the Charter. Any alert may be sent through the following website: <https://www.bkms-system.com/saint-gobain>.

As part of its "Responsible Purchasing" policy, and in application of its vigilance plan, Saint-Gobain conducts a supplier analysis based on its risks mapping before assessing, if necessary, its suppliers' environmental, social and ethical practices through documentation reviews or on-site audits, on the basis of international standards (hereinafter referred to as the "Evaluations"). Should these assessments show any disparities between the standard reference framework used and the supplier's practices, Saint-Gobain will define with the supplier the corrective measures to be implemented. Any failure to implement these measures may result in the supplier being delisted and in the early termination for breach of this agreement and all other agreements concluded with the Saint-Gobain Group companies.

The Supplier confirms that it has read, and complies with, the Charter. The Supplier acknowledges that the Company may conduct Evaluations on the Supplier and agrees to provide the necessary assistance for that purpose.

26.2. Compliance

The Supplier undertakes to fulfil the compliance obligations set forth in this clause. In addition, the Supplier shall require its own suppliers and subcontractors to comply with the same rules. Saint-Gobain is entitled to conduct audits in order to ensure the compliance to these rules.

Depending on the situation, the term "Saint-Gobain", as used in this clause may refer to the Company and/or all companies and legal entities which belong to the Saint-Gobain Group. The Saint-Gobain Group consists of any and all companies and legal entities directly or indirectly detained and/or controlled (controlled having the meaning set forth in art. L233-3 of the French Commercial Code) by "Compagnie de Saint-Gobain", a French company headquartered at 18 avenue d'Alsace, 92400 Courbevoie, France.

Fight against corruption

The Supplier warrants that it has not provided or promised any undue advantage to Saint-Gobain, any person employed by Saint-Gobain, or any third party to obtain the benefit of this Agreement.

The Supplier shall comply and require that all of its affiliated companies, officers, employees, representatives, subcontractors, and agents (the "**Supplier's Representatives**") comply with the Charter and applicable laws on preventing corruption (including, but not limited to, the Bribery Act 2010). In particular, the Supplier and the Supplier's Representatives shall not directly or indirectly promise, offer, or grant to any public official or any other person any undue advantage with a view to making this person do or abstain from doing something, in breach of their legal or professional obligations.

The Supplier shall keep accurate accounts in accordance with its country's generally accepted accounting principles and in which all financial flows generated by this Agreement shall be correctly recorded; and shall inform Saint-Gobain, as soon as it may be aware, of any solicitation to commit an act of bribery or corruption occurring during the performance of the Agreement.

Economic sanctions

The Supplier undertakes to comply with any laws and regulations on economic sanctions applicable to the activities covered by this Agreement. These may include instruments adopted by the United Nations, the United States or the European Union.

For all matters pertaining to the execution of this Agreement, the Supplier undertakes that it will not enter into transactions with any person or entity with whom commercial transactions are forbidden or restricted by the United States or the European Union.

The Supplier also undertakes to inform Saint-Gobain promptly in the event that any of the materials, products and/or components (including software or services) covered by this Agreement, are wholly or partly subject to any re-export restriction; and/or originate from the United States or incorporate content manufactured in the United States. In any such event, the Supplier shall provide Saint-Gobain with all related (and reasonably necessary) information and documents.

Suspension of obligations

Either Party shall be entitled to suspend temporarily or definitively the performance of its obligations under the Agreement without any liability to the other if, at any time, new economic sanctions and/or export regulations enter into force and render the execution of the Agreement either impossible or illegal for one Party.

26.3. Supplier breach of its obligations

Evaluations and audits

The Supplier authorizes Saint-Gobain to conduct Evaluations and audits at any time in order to make sure that the Supplier is complying with its obligations under this clause 26. In this regard, the Supplier shall provide all the documents and data required to prepare and conduct the Evaluation or the audit and give access to the site of the Supplier or its affiliated companies.

Organization and performance of Evaluations or audits may include exchange and storage of personal data, mainly work-related.

Agreement suspension

If the Company has reasons to believe that the Supplier is not fulfilling the obligations contained in this clause 26, the Company shall inform the Supplier and may suspend performance of the Agreement until the Supplier provides reasonable proof that it has not committed or is not about to commit a breach. The Company shall under no circumstances be liable for any damage or loss caused to the Supplier by the suspension of the Agreement.

Agreement termination

In case of an actual breach by the Supplier or the Supplier's Representatives of the provisions of this clause 26, the Company shall be entitled to terminate the Agreement, ipso jure with immediate effect, by registered letter with acknowledgement of receipt, without paying any compensation and without prejudice to any damages or remedies which the Company may be able to claim as provided for by law.

Any and all general exclusions or limitations of liability mentioned elsewhere in the Agreement shall not be applicable to claims arising from or in connection with the Supplier's breach of obligations under this clause 26.

27. GENERAL

- 27.1. The Contract and any Purchase Order shall be deemed to have been made in England and the Parties hereby submit to the exclusive jurisdiction of the English courts. English law shall be the proper law of the Contract and any Purchase Order.
- 27.2. If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 27.3. The failure by either party to exercise or enforce any rights contained in any contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 27.4. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 27.5. The Parties agree that at the end of the term, if the Parties continue to trade and do business in accordance with the Contract, then the provisions of the Contract including entitlement to rebate or rebatable purchases shall continue to apply in full, as a minimum, at the percentage level achieved in the previous calendar years trading, save that the duration of the Contract as defined in the term shall no longer be applicable.
- 27.6. The Supplier acknowledges that the Company has trademarks which it has registered in order to protect those trademarks and neither the Supplier nor its agent will infringe the intellectual property rights of the Company nor otherwise seek to use the Company's name or trademarks for any purpose unless expressly authorised in writing by the Company. In the event of unauthorised use or infringement by the Supplier pursuant to this clause the Company reserves the right to seek an injunction to prevent such infringement and the Supplier will indemnify and keep indemnified the Company for all reasonable costs and expenses incurred in relation to such breach by the Supplier.
- 27.7. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 27.8. Any notice required to be given under the Contract shall not be effective unless given in writing and delivered by:
- (i) first class prepaid post, effective two business days after posting; or
 - (ii) registered post, special delivery or personal delivery effective at the time of delivery; or
 - (iii) fax, effective upon the transmission of the entire fax as confirmed by a transmission report, to the Party's registered address or main administration office or if notified, a fax number notified to the other Party. Notice may not be given by electronic or e-mail communications.
- 27.9. In performing its obligations under the Contract, the Supplier shall and shall procure that each member of its group shall comply with all applicable laws and regulations. The Company may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 27.9 and for the avoidance of doubt, this right to terminate includes where the Company reasonably believes that the Supplier has not made sufficient enquiries or efforts to ensure that modern slavery is not present within the Supplier's own supply chain as covered by the Modern Slavery Act 2015.