

Saint-Gobain Construction Products UK Limited

This document sets out the Terms and Conditions of Purchase which will apply to all purchases made by the trading businesses of Saint-Gobain Construction Products UK Limited from the Supplier. The businesses covered by these terms are Intrastack, Off-Site Solutions, Pasquill, Roofspace Solutions, and Scotframe. Offsite Solutions shall mean all of the brands together. Where a Supplier Terms Sheet has been entered into by the parties, these Terms and Conditions of Purchase have been incorporated into the Supplier Terms Sheet by signature of that document which acknowledges receipt of a copy of these Terms and Conditions of Purchase and their incorporation.

Part A: Definitions

A.1 In the Contract, the following words and phrases shall have the following meanings unless the context requires otherwise:

The Supplier	Means the party supplying Goods and/or Services to SGCP and where a Supplier Terms Sheet has been entered into by the parties, the supplier of Goods and/or Services as identified in the Supplier Terms Sheet with full corporate details including company number and registered office address.
SGCP	Means Saint-Gobain Construction Products UK Limited (company registered number 734396) whose registered office is Saint-Gobain House, East Leake, Loughborough, Leicestershire, LE12 6JU and includes its Subsidiaries and its and their various trading styles.
Acquisitions	Means the acquisition during the Term (and during any period of continued trading between the parties after the expiry of the Term) by SGCP of the shares or assets of any company or business.
Contract	Means the agreement containing the terms governing the trading relationship between SGCP and the Supplier for the supply of Goods and/or provision of Services and includes these Terms and Conditions of Purchase and where a Supplier Terms Sheet has been entered into, the Supplier Terms Sheet.
Data Protection Laws	Means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) section 2(10) (as supplemented by section 205(4) of the Data Protection Act 2018 (" DPA ") (" UK GDPR ")); (b) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the UK GDPR and/or the DPA; and (d) any laws and regulations implementing the Privacy and Electronic Communications Directive 2009/136/EC and the Privacy and Electronic Communications Regulations 2003(SI 2009/2426); in each case, to the extent in force, and as such are updated, amended or replaced from time to time.
Data Subject Delivery	Shall have the meaning set out in the UK GDPR. Means when the Goods are off loaded and/or left safe at the premises as specified in the Purchase Order by or on behalf of the Supplier.
DP Regulator	Means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.
Goods	Means any articles or things described and requested in the Contract or more particularly described in a Purchase Order.
Group	In relation to a company, means that company, each and any Subsidiary or Holding Company from time to time of that company, and each and any Subsidiary from time to time of a Holding Company of that company.
Holding Company	Means a holding company as defined in section 1159 of the Companies Act 2006.
Personal Data	Shall have the meaning set out in the UK GDPR.
Processing and Process	Shall have the meaning set out in the UK GDPR.
Price	Means in relation to the Goods and Services, the price agreed between the Parties subject to renewal and amendment in accordance with the provisions set out in the Contract.
Purchase Order	Means any request or a number of requests whether orally or in writing by SGCP to the Supplier for the supply of Goods or the provision of Services pursuant to the Contract, and unless the Supplier gives written notice of refusal

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Rebate	within 24 hours of receipt of the Purchase Order is deemed accepted by the Supplier if it includes a SGCP Official Purchase Order number. Means the sums due and payable by the Supplier to SGCP in accordance with the time periods as agreed in the Supplier Terms Sheet (where one has been entered into) or as otherwise agreed in writing between the parties, and which are payable by cheque or BACS.
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.
Services	Means any direct provision of skill, labour or employment described and requested in any Contract or Purchase Order including the delivery and off-loading of Goods.
Specification	Means any description and/or sample of the Goods or Services including any plans, drawings, data or other information relating to the Goods or Services.
Subsidiary	In relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in Section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context otherwise requires, the application of the definition of Subsidiary to any company at any time will apply to the company as it is at that time.
Supplier Terms Sheet	Means the form S1 – Supplier Terms Sheet which sets out commercial terms agreed between the Parties and when signed, forms part of the Contract.
Term	Means the agreement period set out in the Supplier Terms Sheet or where no Supplier Terms Sheet has been entered into means the agreement period of 12 months from the parties commencing their first project or as otherwise agreed in writing between the parties.
Terms and Conditions of Purchase	Means the terms and conditions set out in this document.
The Parties	Means SGCP and the Supplier.
TUPE	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- A.2**
- (i) In the event of conflict between the documents comprising the Contract they will take priority in the following order:-
Supplier Terms Sheet; first
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 the 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.
- A.3** 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.

Part B: Sale of Goods and Price

- B.1** During the Term the Supplier shall: (i) sell and SGCP shall purchase such quantities of the Goods as may be ordered by SGCP by way of Purchase Order from time to time; and (ii) provide and SGCP shall purchase such Services as may be ordered by SGCP by way of Purchase Order from time to time, in each case subject to the terms and conditions of the Contract which will supersede any terms and conditions referred to or relied on by the Supplier.
- B.2** Where the Supplier has previously supplied to SGCP goods or services similar to the Goods or Services no change in specification shall be made without SGCP's written consent.
- B.3** The Supplier shall comply with all statements and representations made by the Supplier its employees or agents relating to the Goods or Services prior to any Purchase Order and all such statements and representations shall be terms of the Contract.
- B.4** SGCP reserves the right prior to delivery of Goods or provision of Services pursuant to any Purchase Order to require modifications to the design or composition of the Goods or vary the nature of the Services by written notification to the Supplier.
- B.5** Modifications pursuant to Clause B.4 shall be deemed to be incorporated in the Purchase Order and a reasonable adjustment acceptable to the Parties shall be made to the Price. If agreement cannot be reached SGCP may terminate the Purchase Order or continue the Purchase Order as if such written notification had not been given. If the Purchase Order is terminated SGCP's sole liability to the Supplier shall be to pay the Price of the Goods or Services in respect of which the Purchase Order has been terminated less the sum saved by the Supplier as a result of the termination subject to the Supplier's duty to mitigate its loss. SGCP will not be liable for any other loss including loss of anticipated profit or indirect or consequential loss.

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- B.6** SGCP shall place its Purchase Orders for Goods and/or Services by fax, phone, EDI or email. Orders for Direct to Site Deliveries shall be placed through the Supplier's nominated sales office.
- B.7** Unless otherwise agreed in writing between the Parties during the Term or as provided for in a Supplier Terms Sheet, Prices quoted at the time of the Purchase Order must be firm and unchangeable for the whole of the period in which the Supplier has agreed to deliver the Goods and/or provide the Services under that Purchase Order. There shall be included in the Price quoted transportation and delivery costs of the Goods to the place or places and in the manner specified in the Contract or Purchase Order as subsequently specified by SGCP. The Supplier will not seek to introduce a general price increase to Prices in respect of its Goods or Services under the Contract without first giving to SGCP at least three months' prior written notice. All price increases will only be deemed to be agreed when such agreement is confirmed in writing by the relevant SGCP Category Manager. Furthermore, unless agreed otherwise, the Supplier accepts that any agreed price increases will only be applied on the first of the following dates Jan 1st and Jul 1st that falls after the longer of: the agreement by SGCP of the price increase or the aforementioned 3 months' notice.
- B.8** SGCP preserves 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.

Part C: Invoicing and Payment

- C.1** The Supplier shall invoice SGCP for each separate Delivery of Goods promptly, following such Delivery and for any Services promptly, on completion of the Services. Each invoice shall fully and accurately quote the number of the Purchase Order and give a description of the Goods and/or Services, the quantity comprised in the relevant Delivery of Goods and shall state the Price for the Goods and/or Services invoiced and the value added tax applicable.
- C.2** Provided that the invoice submitted is correct and contains the information as required under the Contract, and save where the Parties have agreed other payment terms which are set out in the Supplier Terms Sheet or otherwise in writing, SGCP shall pay for Goods and Services in the first week following the end of the second month following the month in which the Goods are delivered or Services provided and accepted as conforming to the standards required by SGCP under the Contract.
- C.3** All invoices must be addressed to the following email:-

For Pasquill and Intrastack
purchasedge.pasquill@saint-gobain.com

For Scotframe
purchasedge.scotframe@saint-gobain.com

For Roofspace Solutions
purchasedge.roofspace@saint-gobain.com
- C.4** SGCP reserves the right to withhold payment in respect of disputed invoices and/or in respect of any invoices for which a signed delivery note cannot be provided and SGCP shall notify the Supplier of any such invoices within 14 working days of receipt or of becoming aware that a signed delivery note cannot be provided. 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.

Part D: Delivery of Goods and Supply of Services

- D.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).
- D.2** The Supplier shall be responsible for all loss or damage to the Goods up to and including Delivery thereof and in particular shall be responsible at its own cost and expense for arranging appropriate insurance of the Goods when being transported. The Supplier shall ensure that the Goods are properly packaged at its own cost to arrive at the place of Delivery specified by SGCP without damage and SGCP shall be entitled to treat pallets, packaging and materials as non-chargeable and non-returnable for credit unless stated otherwise in the Supplier Terms Sheet or otherwise agreed between the parties in writing. The Supplier is responsible for and will ensure that all packaging material used should be capable of being re-cycled and must comply with the Packaging (Essential Requirement) Regulations 2015.

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- D.3** The Supplier shall:
- a) Clearly in English mark on or attach to the outside of any consignment or package:
- ◆ The SGCP Purchase Order number;
 - ◆ The Supplier's name and address;
 - ◆ Full details of the destination which complies with the Purchase Order;
 - ◆ When appropriate, a clear notice as to the condition, fragility or hazardous nature of its contents;
 - ◆ Quantity within the Delivery;
 - ◆ A Delivery note in duplicate;
 - ◆ EAN Bar Code;
 - ◆ Where necessary a date code with a clear product description;
 - ◆ Details about the country of origin, any custom tariff codes and any export control codes.
- D.4** State on all documentation accompanying the consignment including delivery note, advice note, invoice or other documents relating to the order, the SGCP Purchase Order number and on Direct to Site Deliveries, the SGCP customer's order number or a given site reference for identification. In the event that the Delivery note is marked "not examined," SGCP will inspect the Goods within a reasonable period of actual Delivery and if it is apparent from that inspection that the Goods do not comply with the Contract SGCP will notify the Supplier in writing. If the Supplier disagrees with the contents of this notice, it must within 36 hours of receipt of the SGCP notice give written reasons to SGCP of the disagreement and within 72 hours of a written request by SGCP 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 SGCP.
- D.5** Unless SGCP has exercised its rights under D.8 or otherwise agreed in writing the Supplier shall make good any shortages in the Goods and where appropriate, collect any of the Goods which do not comply with the Contract, 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 D.4 above.
- D.6** Goods may be collected by SGCP, its agents or customers by prior arrangement with the Supplier and if so agreed SGCP, its agents or customers shall collect the Goods within 14 days from the agreed collection date or the date agreed on the Purchase Order whichever is the later.
- D.7** The Supplier shall be solely responsible for the size, weight and positioning of any load on his or his haulier's vehicle and unless otherwise agreed for the provision of suitable labour and equipment and the unloading of Goods at the designated Delivery area.
- D.8** Where SGCP specifies in any Contract or Purchase Order that the Goods are a direct to site delivery the Supplier shall deliver such Goods in accordance with the reasonable instructions supplied to it by SGCP or, if so agreed between the Parties, supplied by the third party and ensure that the procedures for Delivery set out in this clause and any Supplier charter distributed to Suppliers are strictly adhered to and will promptly notify SGCP of any complaint made by the third party as to Delivery (including complaints concerning compliance with the Contract) and action being taken by the Supplier to rectify the same. Direct to Site Delivery notes must include the third party's order number or site reference for ease of processing payment. A signed proof of delivery is to be obtained by the Supplier from the third party and kept for at least 6 months from the date of Delivery.
- D.9** All Goods delivered to SGCP 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 SGCP, at its option, to reject the whole delivery of Goods and claim damages suffered as a result.
- D.10** The Supplier warrants that the Services will be performed with all due skill and care and by appropriately qualified and trained personnel.
- D.11** If SGCP 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 SGCP either take such steps as necessary to remedy the Services and bring them to the requisite standards and/or refund to SGCP all sums paid by SGCP in respect of the defective, sub-standard or negligently performed Services.
- D.12** The Supplier hereby assigns to SGCP, with full title guarantee and free from all third-party rights, all intellectual property rights in the products of the Services. The Supplier shall also obtain waivers of all moral rights in the Goods and any goods that are transferred to SGCP as part of the Services under the Contract, including without limitation the documents, products and materials developed by or on behalf of the Supplier as part of or in relation to the Services, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- D.13** The Supplier hereby grants to SGCP a non-exclusive licence to use any intellectual property rights on or in relation to the Goods (including their packaging), including in connection with the promotion, distribution and sale of the Goods. On expiry or termination of the Contract for any reason SGCP shall continue to have the right to dispose of all stocks of the Goods in its possession and the non-exclusive licence to use any intellectual property rights as granted in this clause shall continue for the period that SGCP requires to sell or otherwise dispose of the Goods in its possession.

Part E: Right of ownership

- E.1** The property and risk in the Goods shall pass to SGCP 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 SGCP at the time when any instalment or payment is made.
- E.2** The Supplier shall not be entitled to exercise a right of retention on any Goods in SGCP's possession and which are the property of SGCP nor exercise a lien over SGCP's property which is in the Supplier's possession.

Part F: Time

- F.1** The Supplier acknowledges that, to SGCP and their customers, the time or times or scheduled date or dates of delivery of Goods or Services notified by SGCP to the Supplier are of the utmost importance. The Supplier will use all best endeavors to meet and comply with these times. If a Supplier on more than 3 occasions during the Term does not complete Services or effect Delivery of Goods on time or within a reasonable and agreed time thereafter, SGCP may terminate the Contract forthwith by giving written notice to the Supplier.
- F.2** Where it is necessary for SGCP to procure other goods or services of the same or similar description to make good such default by the Supplier and honour its obligations under contracts with its customers, SGCP may forthwith treat a Purchase Order as terminated without liability to the Supplier at any time after the time for Delivery or provision of Services has elapsed and recover from the Supplier all damages, costs and expenses incurred including the amount by which the cost of the said procurement exceeds the price which has been paid or would have been payable to the Supplier in respect of the Goods or Services which should have been provided by the Supplier.
- F.3** The exercise of any of its rights under Clauses F.1 or F.2 is without prejudice to any other right or remedy SGCP may have and SGCP's failure to invoke any of its rights under Clauses F.1 or F.2 on a continual or regular basis will not render them unenforceable.

Part G: Quality and Fitness

- G.1** The Goods shall comply with the Purchase Order, any applicable Specification, be free from defects and be of the best design, material and workmanship and will be fit for any purpose for which they are designed or any purpose which is specified or may be reasonably inferred from the Contract or Purchase Order or correspondence and dealings between the Parties relating to the Contract.
- G.2** All Goods and Services must comply with the Regulations. In the event that any Regulation is amended or replaced, the Supplier shall give immediate notice to SGCP of such proposed amendments or changes and shall agree with SGCP a timetable to phase out the original Goods and introduce new Goods which comply in all respects with the new Regulations in sufficient time before the amendments or changes are effected. The Supplier shall collect the original Goods, if required to do so, from SGCP and deliver the replacement goods or deliverables at its own cost at such times as are agreed between the Parties.
- G.3** The Services shall conform with the Purchase Order and any applicable Specification and shall meet any other standards indicated in any document supplied by the Supplier (if accepted by SGCP) or as otherwise specified by SGCP. If no standard is specified or offered the Services shall be provided in a professional manner to the highest standards applicable thereto and in any event with reasonable care and skill. In any event, the Services shall be fit for any purpose expressly or impliedly made known to the Supplier by SGCP. In providing the Services, the Supplier shall: (i) obtain and at all times maintain all necessary licences and consents, and comply with all applicable Regulations; (ii) observe all health and safety rules and regulations and any other security requirements that apply at any of SGCP's premises or any premises where the Services are to be performed; (iii) hold all materials, equipment and tools, drawings, specifications and data supplied by SGCP to the Supplier ("**SGCP Materials**") in safe custody at its own risk, maintain SGCP Materials in good condition until returned to SGCP, and not dispose or use SGCP Materials other than in accordance with SGCP's written instructions or authorisation; and (iv) not do or omit to do anything which may cause SGCP to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that SGCP may rely or act on the Services.
- G.4** The standards for the Goods and Services set out in Clauses G.1, G.2 and G.3 are the "Required Standards".
- G.5** Without limiting the provision of Clause G.2 and subject to Clause G.6, if Goods or Services prove to be defective during the period of 2 years from the date of provision of the Services or Delivery or collection of the Goods or from the date of dispatch by the Supplier of any product of the Supplier incorporating the Goods, whichever is the later (or such longer period as specified in the Supplier's or manufacturer's (if the Supplier is not the manufacturer) guarantee or warranty), SGCP may, at its option and without prejudice to any other right or remedy it may have, require the Supplier to re-render the Services or replace or repair the defective Goods. The Supplier shall re-render the Services or replace or repair such defective Goods at its own cost and expense upon demand and if for any reason the Supplier is unable to do so within reasonable time, then SGCP may arrange for such Services replacement or repair of Goods to be effected and the Supplier shall forthwith upon demand reimburse SGCP all costs and expense incurred.

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- G.6** Should any of the Goods or Services fail in the reasonable opinion of SGCP to meet the Required Standards in any manner whatsoever at any time, SGCP may either, at its sole option without prejudice to any other right or remedy it may have:
- (i) Be entitled to terminate the Purchase Order forthwith without liability to SGCP and procure other goods or services of the same or similar description and make good such default; and/or
 - (ii) Serve notice in writing on the Supplier indicating the problem, specifying what improvements are required and specifying such reasonable time by which the Supplier shall ensure that the Goods or Services reach the Required Standards. Should the Goods or Services not, in the reasonable opinion of SGCP, meet the Required Standards in such time as may have been specified as provided for above, SGCP may then forthwith and without further notice terminate the Contract; and/or
 - (iii) Be entitled to terminate the Contract forthwith by giving written notice to the Supplier if the Supplier has on 3 or more occasions supplied Goods or provided Services which have initially failed in the reasonable opinion of SGCP to meet the Required Standards all of which failures will have been notified to the Supplier in writing under G.6 (ii) previously.
- G.7** 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 used, 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.

Part H: Guarantees

- H.1** It shall be a condition of the Contract that the Goods and Services 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.
- H.2** The Supplier recognises that SGCP has placed the Contract relying upon the skill and expertise of the Supplier and any statements and representations made by him.
- H.3** If any or all of the Goods or Services supplied shall be defective upon delivery or shall prove to be defective with 12 months' use, SGCP may call upon the Supplier, without prejudice to SGCP's other rights, to rectify, replace or reimburse at SGCP's option the defective Goods.
- H.4** All rectification and replacement will be carried out at the Supplier's own expense and all obligations in this guarantee shall further apply to any such rectified or replacement Good or Services.
- H.5** This guarantee shall also apply to the benefit of SGCP's customers or other users of the Goods and Services.

Part I: Public and Product Liability and Insurance

- I.1** The Supplier shall have in place a suitable policy of insurance to cover its liabilities to SGCP and other parties under the Contract and SGCP shall have the right to request evidence of such insurance. Such insurance shall be for a minimum of £5 million.

Part J: Termination

- J.1** SGCP 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.
- J.2** SGCP may without affecting its accrued rights terminate all or any part of this Contract by giving notice to the Supplier, if:-
- (i) the Supplier refuses or fails to deliver the Goods or perform the Services within the time specified; or
 - (ii) the Supplier commits a breach of any of the terms and conditions of the Contract;
 - (iii) any distress, execution or other process is levied upon any of the assets of the Supplier;
 - (iv) 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

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- (v) 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;
- (vi) the Supplier ceases or threatens to cease to carry on its business; or
- (vii) the financial position of the Supplier deteriorates to such an extent that in the opinion of SGCP the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

- J.3** In the event of a termination for default, SGCP's liability shall be limited to the payments for Goods delivered or the Services performed, and accepted, by SGCP under the Contract.
- J.4** SGCP may terminate the Contract at any time for its convenience, in the whole or in part, in which event, SGCP's sole obligations and liability to the Supplier shall be to reimburse the Supplier for those Goods actually delivered and accepted by SGCP and those Services performed and accepted up to the date of termination.
- J.5** SGCP 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 SGCP will upon request make an equitable adjustment to the Contract to reflect the period of the suspension.
- J.6** In no event shall SGCP be responsible for loss of the Supplier's anticipated profit or other consequential or purely economic loss nor shall SGCP's liability exceed the Contract value.
- J.7** SGCP 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.
- J.8** Where SGCP 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 SGCP may cancel any part of these instructions without any obligation or liability to the Supplier whatsoever.

Part K: Indemnities

- K.1** The Supplier shall indemnify and keep SGCP indemnified in full and on demand against all direct, indirect or consequential liability damages claims losses costs and professional and other expenses (including legal costs on an indemnity basis) ("Claims") awarded against incurred or paid by SGCP as a result of or in connection with:
- (i) Defective workmanship, quality or materials;
 - (ii) Goods supplied or Services provided which do not meet the Required Standards;
 - (iii) Goods supplied or Services provided which do not comply with the Regulations;
 - (iv) 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 SGCP in respect of or in connection with Goods supplied or Services provided or the use of or any other dealing with the Goods by SGCP 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;
 - (v) any act or omission of the Supplier or its employees or agents or subcontractors in complying with the obligations under Clauses M.1, M.2, M.3 or M.6;
 - (vi) 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;
 - (vii) any act or omission of the Suppliers or its employees or agents or subcontractors in connection with the performance of the Services;
 - (viii) any act or omission of any third party to whom the Supplier has assigned transferred or subcontracted any of its obligations under the Contract;
 - (ix) any act or omission of the Supplier or its employees or agents or subcontractors in complying with the obligations under Clause X.
- K.2** The Supplier shall supply SGCP at the Supplier's expense with all reasonable assistance required by SGCP to deal with any Claim.
- K.3** Claims under Clause K.1 shall include claims for personal injury and death save that Clause K.1 shall not apply to Claims relating to personal injury or death to the extent caused by the negligence of SGCP its employees or agents.

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- K.4** This indemnity shall not apply if and to the extent that a Claim arises from:
- (i) SGCP's fraudulent misrepresentation for which SGCP shall be responsible.
 - (ii) defects in design or any Specification if SGCP has supplied or furnished the design or Specification and the Supplier has disclaimed responsibility.

Part L: Assignment and Subcontracting

- L.1** The Supplier shall act at all times as principal and shall not, without the prior consent in writing of a duly authorised officer of SGCP, 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.

Part M: Safety Inspection and Testing

- M.1** The Supplier as a responsible employer shall comply with the Health & Safety at Work etc. Act 1974 and any amendments thereto, all relevant safety regulations and environmental requirements whether of a statutory, regulatory, code of practice or other nature and any regulations of SGCP (including the Health & Safety When Delivering to SGCP Sites and Premises policy (a copy of which is available from SGCP on request)) and/or the operator of the site which are communicated to the Supplier as being relevant to the site to which the Goods are delivered or Services provided.
- M.2** The Supplier shall supply SGCP with all instructions, information and warnings necessary for the safe handling storage and use of the Goods together with all Health and Safety handling and hazard data and such other information as SGCP may deem necessary to comply with any Regulation. Nothing in this Clause M.2 shall be construed as relieving the Supplier from any obligation or liability it may have under the Contract or any Regulation. The Supplier undertakes to notify SGCP immediately it becomes aware of any claim, whether actual or threatened, that the Goods are unsafe or do not comply with any Regulation.
- M.3** The Supplier shall have up-to-date test certificates and quality control certificates in respect of the Goods in place at all times and these shall be available to SGCP for inspection on reasonable notice. Photocopies of such certificates will be supplied at SGCP's reasonable request free of charge. In order to comply with its product liability obligations and any Regulation SGCP will also be entitled to have supervised access to the Suppliers premises during normal business hours to inspect and test the Goods during manufacture, processing and storage and the Supplier shall provide or procure the provision of all such facilities at its own cost (including the costs of tests carried out by an independent party) as may reasonably be required by SGCP for that purpose.
- M.4** If, as a result of any inspection or test under this Clause or upon Delivery and without prejudice to Clause D.4, SGCP's representative is of the opinion that the Goods do not comply with any Regulation, the Specification or are otherwise unsafe or are unlikely on completion of manufacture or processing so to comply or be unfit for the purposes required by SGCP or that the Services do not meet the Required Standards then SGCP shall give notice to the Supplier in writing and the Supplier shall take such steps forthwith as are necessary to ensure such compliance and notify SGCP of such steps taken.
- M.5** If the Supplier fails, in SGCP's reasonable opinion to take sufficient steps to ensure compliance with a notice served under Clause M.4 above or if, in the opinion of SGCP, the Supplier will be unable to comply with any reasonable notice, then SGCP may without further notice terminate the Contract or any Purchase Order without liability to SGCP with immediate effect.
- M.6** Where appropriate and as required by any Regulation, all Goods must be supplied with adequate warning and installation instructions which comply with all relevant and current standards and regulations and which would be comprehensible to the average English consumer.

Part N: Confidentiality

- N.1** Any specifications, patents, drawings, samples and trading information issued and being marked as confidential by either Party in connection with any dealings with the other Party are confidential and their use must be confined to the other Party, its sub contractors or servants solely for the purpose of carrying out any instructions by the other Party which are subject to these terms and conditions. On completion thereof, the said specifications, patents, drawings and samples shall be returned upon request of the owning Party to the other Party.
- N.2** Both SGCP and the Supplier recognise that information concerning their businesses, customers, technology and other affairs ("confidential information") may be passed to each other as a result of their relationship and SGCP and the Supplier agrees to keep all such confidential information, whether or not marked as such, strictly confidential. This duty of confidence shall last throughout the occurrence of any relationship and, in the case of the Supplier, for a period of three (3) years following the termination or expiry of the relationship.
- N.3** The obligations of confidentiality contained in Clauses N.1 and N.2 do not apply to information which is or becomes generally available to the public other than as a breach of the Contract nor to information which the receiving party is required to disclose by any court of competent jurisdiction or government authority or by any applicable law or regulation.

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- N.4** At the request of SGCP, the Supplier shall promptly:
- (i) destroy or return to SGCP all documents and materials (and any copies) containing, reflecting, incorporating, or based on SGCP's confidential information;
 - (ii) erase all SGCP's confidential information from its computer systems to the extent possible; and
 - (iii) certify in writing to SGCP that it has complied with the requirements of this clause N.4.

Part O: Set-Off

- O.1** SGCP reserves the right to deduct any monies due or to become due from the Supplier to SGCP from any monies due or to become due from SGCP 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 O.1.

Part P: Product Recall

- P.1** The Supplier shall notify SGCP immediately on becoming aware of any reason which may lead to the Supplier or SGCP carrying out a product recall, including, but without limitation, any claim concerning the safety of the Goods or their non-compliance with any Specification or Regulation.
- P.2** If, in the opinion of SGCP, 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 other third party which may have ownership or possession of the same, then:-
- (i) SGCP 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 by either agreeing to such recall, (in which event Clause P.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 SGCP has been notified by any regulatory authority or has other justifiable reason to believe that the Goods are unsafe or may cause damage to third parties or their property, SGCP may commence a product recall in its own name;
 - (iv) in the event that the Supplier agrees with SGCP that a product recall should take place, it will conduct the product recall in its own name (or if it is a SGCP 'own brand' product in joint names or SGCP's sole name at SGCP's sole option) with the assistance of SGCP at the Supplier's own cost and will indemnify SGCP for all reasonable costs and expenses incurred in relation thereto;
 - (v) the Parties will use their best endeavors to agree a product recall procedure in advance. In the absence of such agreement, a product recall will be conducted in accordance with SGCP's standard product recall procedure if it is a SGCP "own brand" product. The Suppliers procedure shall be used for Supplier branded products if it is, in SGCP'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 £5 million.
 - (vi) The Supplier shall indemnify and keep SGCP 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. SGCP shall use its reasonable endeavours to mitigate any loss which the Supplier may suffer as a result thereof.

Part Q: Identification of Goods and Branding

- Q.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 shall 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.
- Q.2** If SGCP requests the Supplier to consider branding the Supplier's Goods using SGCP name, logo or get-up as specified by SGCP, the Parties shall use all reasonable endeavours to agree the procedures for such own branding and the Supplier will comply with SGCP's branding guidelines, a copy of which can be supplied upon request. 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 SGCP.
- Q.3** If requested to do so by SGCP, the Supplier shall supply Goods at no extra cost to SGCP with bar codes in accordance with SGCP's instructions.

Part R: Customer Complaints

R.1 In the event that SGCP is given notice of any claim, whether actual or threatened, concerning some or all of the Goods or Services, it will inform the Supplier as soon as practicable of the nature of such claim. The Supplier will, within 14 days of a SGCP's request, inspect the said Goods and/or Services, whether at SGCP's or third party's premises and prepare and submit to SGCP a written report of its findings within the following 14 days. In addition, and if SGCP or its customer so requests, it will reimburse SGCP the cost of instructing an industry independent expert to inspect the said Goods and/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.

Part S: Force Majeure

S.1 In the Contract "force majeure" shall mean any cause preventing either party from performing any or all of its 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 act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm but not including strikes, lock-outs, or other industrial disputes of the Supplier's workforce.

S.2 If either party is prevented or delayed in the 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 S.3 and S.4 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 all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

S.3 If either party is prevented from performance of its obligations for a continuous period, which exceed agreed delivery lead times by a multiple of 3 or by one month, whichever is the lesser, either party may terminate any Purchase Order or the Contract forthwith on service of written notice upon the party so prevented. If SGCP serves such notice as a result of a force majeure event claimed by the Supplier, SGCP shall be entitled to exercise its right of set-off under Clause O.1 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier's notice under Clause S.2, such costs having been incurred by SGCP to ensure SGCP honoured its obligations to its customers. These costs, without limitation, include the additional costs and charges of sourcing the Goods and/or Services from a third party. To the extent set-off does not fully reimburse SGCP in respect of such extra costs the Supplier shall indemnify and keep indemnified SGCP in respect of the same.

S.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.

Part T: Reducing Environmental Impact

T.1 SGCP seeks to reduce its environmental impact to the minimum. Therefore, all packaging on Goods supplied MUST comply with The Packaging (Essential Requirements) Regulations 2015

T.2 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 with 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 100 parts per million.
- (iii) Must declare all recycled content percentages when requested by SGCP and confirm their compliance with the Extended Producer Responsibility for packaging.

T.3 SGCP reserve the right to audit or view the Supplier's systems and/or data to ensure all packaging complies with the relevant legislation or regulations.

T.4 To ensure SGCP's compliance with the Producer Responsibility Obligations (Packaging Waste) Regulation 2007 (as amended), SGCP require 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 SGCP.

T.5 The Saint-Gobain Group notably expects its suppliers:

- (iv) to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Group sites;
- (v) to provide their employees with the best possible conditions of health and safety and to observe, during

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their interventions on Group sites, all applicable health and safety rules.

(vi) to where possible to supply all Goods and Services in packaging with a minimum of 30% recycled content.

T.6 The Saint-Gobain Group has adopted a "Timber Policy", which is available at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>, which defines the responsible conduct that the Saint-Gobain group companies must adopt when buying and / or selling timber products, in response to the challenges of sustainable development.

T.7 In this context, the Saint-Gobain Group expects its suppliers to participate to this Timber Policy, in particular by favouring FSC or PEFC certified wood supplies.

T.8 The Supplier undertakes to provide SGCP with the corresponding certificates or, if the timber is not certified, provide a sworn statement attesting to the logging locations and the species of timber used, using the template which is available at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>. The Supplier also undertakes to update its certificates or to inform SGCP of any event affecting or likely to affect the aforementioned sworn statement.

T.9 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 SGCP or SGCP'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.

T.10 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.

T.11 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.

T.12 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.

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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.

- T.13** The Saint-Gobain Group has adopted a "Biodiversity Policy", which is available at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>., echoing the challenges of sustainable development. In this context, the Saint-Gobain Group expects its suppliers to participate in this Policy, in particular by providing to SGCP a sworn statement attesting to the geographic origin and the classification of the sands mined (ground / marine / river / desert careers), using the template which is available at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>.

Part U – Scope 3 CO2 Emissions

- U.1** SGCP and the Saint-Gobain Group are committed to reduce their scope 3 CO2 emissions by 16% before 2030 and to be carbon neutral by 2050.
- U.2** The Supplier and its affiliates included in the scope of this Agreement shall use their best endeavours to minimize the environmental impact of their activities in general and to reduce their CO2 emissions.
- U.3** The Supplier and its affiliates included in the scope of this Agreement commit to reduce their energy consumption, to increase their use of renewable energy sources or CO2 neutral intermediate products, as well as increase the purchase of renewable energy.
- U.4** The Supplier commits to have a "cradle to gate" EPD (Environmental Product Declaration – ISO 14025) of its products or at least a "cradle-to-gate" LCA (Life Cycle Assessment), compliant with ISO 14040 and 14044 and critically reviewed by a certified third party and to provide relevant documents to SGCP no later than six months after the start of the Contract. The EPD or the LCA will include the LCA indicators from the standard EN 15804 +A2.
- U.5** The Supplier commits at its production facility to reach a "cradle-to-gate" CO2 emission reduction of a minimum of 16% by the end of the contractual term and shall provide evidence of the improvements achieved by sharing revised EPDs or LCAs at least every five years from this date onwards. Such reduction may be revised between the parties by mutual consent at any time.

Part V: General

- V.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.
- V.2** If any provision of these Terms and Conditions of Purchase 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.
- V.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.
- V.4** Each right or remedy of SGCP under the Contract is without prejudice to any other right or remedy of SGCP whether under the Contract or not.
- V.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 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..
- V.6** Any Acquisitions made by SGCP shall not give the Supplier the automatic right under this Contract to supply the Acquisitions with Goods or Services unless agreed by the parties in writing and for the avoidance of doubt the Supplier hereby waives any right he may have to supply as a result of any Acquisitions.
- V.7** Neither the Supplier nor its agent will infringe the intellectual property rights of SGCP nor otherwise seek to use any name or trademark owned by SGCP from time to time for any purpose unless expressly authorised in writing by SGCP. In the event of unauthorised use or infringement by the Supplier pursuant to this clause SGCP reserves the right to seek an injunction to prevent such infringement and the Supplier will indemnify and keep indemnified SGCP for all reasonable costs and expenses incurred in relation to such breach by the Supplier.

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- V.8** Save for any Subsidiary of SGCP from time to time and including any new Subsidiaries arising from Acquisitions (wherever incorporated) which it is expressly agreed are to benefit from and be entitled to enforce the terms of the Contract a person who is not a party to the Contract has no rights 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. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a party to the Contract.
- V.9** Any notice required to be given under the Contract shall not be effective unless given in writing and delivered by:
- (i) first class pre paid 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 office 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.
- V.10** SGCP may novate all or any part of the Contract to any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company from time to time including any new Subsidiaries arising from Acquisitions and the Supplier shall be deemed to consent to any such novation. Upon any such novation, unless otherwise agreed in writing by SGCP, the terms of all or any part of the Contract being novated which confer any rights or benefits on the Supplier over any specific corporate entity of SGCP and/or any trading style of SGCP, shall continue to have effect over the same specific corporate entity of SGCP and/or trading style as was the case immediately prior to the novation and shall not be extended to any other corporate entity of SGCP or trading style as a result of the novation.

Part W: Data Protection

- W.1** The Supplier shall comply with the provisions and obligations imposed on it by the Data Protection Laws at all times when processing Personal Data in connection with the Contract. SGCP shall comply with its obligations under applicable Data Protection Laws.
- W.2** The Supplier shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- W.3** To the extent the Supplier receives from, or processes any Personal Data on behalf of, SGCP, the Supplier shall:
- (i) process such Personal Data (a) only in accordance with SGCP'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 SGCP of the relevant legal requirement before processing the Personal Data), and (b) only for the duration of the Contract;
 - (ii) not process such Personal Data for any purpose other than those set out in the Contract or otherwise expressly authorised by SGCP;
 - (iii) 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;
 - (iv) 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;
 - (v) not transfer such Personal Data outside the European Economic Area without the prior written consent of SGCP;
 - (vi) inform SGCP 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 Article 4 of UK GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (vii) only appoint a third party (including any subcontractors and affiliates) to process such Personal Data with the prior written consent of SGCP;
 - (viii) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of SGCP or as expressly provided for in the Contract;
 - (ix) as SGCP 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 SGCP accordingly);

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- (x) provide to SGCP and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Part W and/or the Data Protection Laws;
- (xi) permit SGCP 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 Part W;
- (xii) take such steps as are reasonably required to assist SGCP in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of UK GDPR;
- (xiii) notify SGCP within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (xiv) provide SGCP with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

W.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 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.

W.5 The Supplier agrees to indemnify and keep indemnified and defend at its own expense SGCP against all costs, claims, damages or expenses incurred by SGCP or for which SGCP may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Part W.

Part X: Exit Management Plan

X.1 On termination of the Contract for any reason, if required by SGCP, the Supplier will provide all reasonable assistance to SGCP to facilitate the orderly transfer of the Services back to SGCP or to enable another party chosen by SGCP (in this Part X, a "**New Service Provider**") to take over the provision of all or part of the Services. The remaining provisions of this Part X will not prejudice or restrict the generality of this obligation.

X.2 The Supplier shall promptly and fully answer all reasonable questions about the Services which may be asked by SGCP for the purpose of adequately understanding the manner in which the Services have been provided or for the purpose of allowing any New Service Provider (or potential New Service Provider) to conduct 'due diligence'. Where the Services provided to SGCP are dependent on equipment which is not used exclusively for the provision of the Services to SGCP (and which is not owned by SGCP) the Supplier will ensure the necessary migration of programs, data and other materials from such equipment to similar equipment owned by SGCP or a New Service Provider. Implementation of the change shall be carried out by the Supplier in such a way as to cause the minimum possible disruption to the supply of the Services.

X.3 SGCP shall be entitled to use (and to authorise any New Service Provider to use), free of charge but on a non-exclusive basis, all know-how and other information acquired by the Supplier in the course of providing the Services or otherwise used by the Supplier in the provision of the Services, whether or not such know-how or information was produced specifically or used exclusively to provide the Services.

Part Y: Compliance with Applicable Human Health and Environmental Laws And Regulations

Y.1 As manufacturer, importer or distributor of the chemical substances sold to SGCP, the Goods shall conform to all environmental and health regulations in force applicable to such Goods including, but not limited to, the following together with any subsequent amendments/developments: (i) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("EU REACH Regulation") and under the European Union (Withdrawal) Act 2018, the EU REACH Regulation was brought into UK law on 1 January 2021 and as may be amended from time to time by UK authorities "UK REACH Regulation"; (ii) Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"); (iii) Regulation (EU) No 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants ("POPs"); (iv) the consolidated version of the Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures ("CLP Regulations"); (v) any national legislation adopted by a Member State of the European Union to implement EU REACH Regulation, RoHS, POPs or CLP Regulations or any other environmental or health regulations; and (vi) any other similar regulation of any jurisdictions applicable within the framework of this Agreement. When requested by SGCP the Supplier shall provide proof of compliance with the foregoing in the form requested by SGCP.

Y.2 As part of this commitment, the Supplier undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards SGCP for the whole duration of the Contract.

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- Y.3** In this respect, the Supplier shall in particular ensure that the substances provided to SGCP are duly registered for the uses that have been indicated to it by SGCP in both UK and EU. The Supplier undertakes to provide SGCP with the registration numbers of the substances in both UK and EU. 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, the Supplier shall inform SGCP as soon as it is aware of such application. This obligation shall also apply in the case of sale to SGCP of mixtures or articles containing such substances.
- Y.4** In addition, in the event that the substances supplied to SGCP are subject to authorisation or restriction, the Supplier undertakes to inform in writing SGCP of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.
- Y.5** The Supplier undertakes to inform SGCP with a minimum of six (6) months' written notice if, in the course of the present agreement, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.
- Y.6** The substances and/or mixtures shall be accompanied by any information that are necessary in order to enable SGCP to use them totally safely. Such information shall be mentioned in the safety data sheets (SDSs) written in the language of the country of delivery when a SDS is required by the European and/or national regulations in force or, if such SDS is not mandatory, consist in all information referred to in Article 32 of the EU REACH Regulation and UK REACH Regulation.
- Y.7** The Supplier agrees to indemnify and keep indemnified and defend at its own expense SGCP against any all costs, claims, damages or expenses incurred by SGCP or for which SGCP may become liable arising from the Supplier's or its employee's or agent's non-compliance with their obligations resulting from the EU REACH Regulation, the UK REACH Regulation and the CLP Regulations and under this Part Y.

Part Z: Responsible Purchasing

- Z.1** 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.
- Z.2** 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 SGCP upon request.
- Z.3** 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>.
- Z.4** 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.
- Z.5** The Supplier confirms that it has read, and complies with, the Charter. The Supplier acknowledges that SGCP may conduct Evaluations on the Supplier and agrees to provide the necessary assistance for that purpose.
- Z.6** The Supplier undertakes to fulfil the compliance obligations set forth in this clause Z.3. In addition, the Supplier shall require its own suppliers and subcontractors to comply with the same obligations. Saint-Gobain is entitled to conduct audits in order to ensure compliance to these rules. Depending on the situation, the term "**Saint-Gobain**", as used in these Terms and Conditions of Purchase may refer to SGCP 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 Tour Saint-Gobain - 12 place de l'Iris, 92096 La Défense Cedex - FRANCE.
- Z.7** 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.

Terms and Conditions of Purchase of Goods and/or Services (OSS Brands only)

- Z.8** 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 Supplier's 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.
- Z.9** 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.
- Z.10** 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, United Kingdom or the European Union.
- Z.11** 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, United Kingdom or the European Union.
- Z.12** 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.
- Z.13** 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.
- Z.14** 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 including the Regulations.
- Z.15** The Saint-Gobain Group notably expects its suppliers:
- (i) to respect employee rights regardless of the country in which they operate;
 - (ii) to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labour or to any child labour, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening on Group sites. SGCP may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause Z.4 and for the avoidance of doubt, this right to terminate includes where SGCP 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. SGCP is included within the Saint-Gobain UK Modern Slavery Statement which can be found at <https://www.saint-gobain.co.uk/news-contacts-resources/library#policyDocs>.
- Z.16** The Supplier authorises Saint-Gobain to conduct Evaluations and audits at any time in order to ensure the Supplier is complying with its obligations under this Part Z. 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. Organisation and performance of Evaluations or audits may include exchange and storage of personal data, mainly work-related. If SGCP has reasons to believe that the Supplier is not fulfilling the obligations contained in this Part Z, SGCP shall inform the Supplier and may suspend performance of the Contract until the Supplier provides reasonable proof that it has not committed or is not about to commit a breach. SGCP shall under no circumstances be liable for any damage or loss caused to the Supplier by the suspension of the Contract. In case of an actual breach by the Supplier or the Supplier's Representatives of the provisions of this Part Z, SGCP shall be entitled to terminate the Contract, with immediate effect, by serving notice in writing on the Supplier, without paying any compensation and without prejudice to any damages or remedies which SGCP may be entitled to.
- Z.17** The Supplier is aware that the Saint-Gobain group of companies of which SGCP is part supports the UN Global Compact and has adopted General Principles of Conduct and Action available on the Internet site: <https://www.saint-gobain.com/en/ensure-ethical-business-practices>. The Supplier declares that it has read these principles.