



**General “Terms and Conditions” of Sale and Delivery
Saint-Gobain India Private Limited (SGIPL) Crystals Division**

1. SCOPE

- (1) These General Terms and Conditions of Sales shall be applicable to all sales made by **Saint-Gobain India Private Limited (SGIPL) Crystals Division**, is hereinafter referred as “Seller” and therefore the placing of all and any purchase orders shall be deemed to imply the irrevocable acceptance by Buyer of these General Terms and Conditions of Sales.
- (2) The Seller shall not accept any terms or conditions of the Buyer that conflict with or deviate from these General Terms and Conditions of Sale and Delivery, unless the Seller has expressly consented to their application. These General Terms and Conditions of Sale and Delivery shall prevail even if the Seller unconditionally carries out an order knowing of terms and conditions of the Buyer conflicting with or deviating from these General Terms and Conditions of Sale and Delivery.
- (3) These Conditions supersede all terms and conditions of sale previously issued by the Seller.

2. QUOTATIONS, CONCLUSION OF THE CONTRACT, OTHER DECLARATIONS

- (1) The Seller's quotations shall always be subject to change without notice. A contract shall come into being, if the Seller accepts an offer from the Buyer by acknowledging the Buyer's order in writing (including email) or by carrying out the Buyer's order.
- (2) Verbal commitments made by any representatives or other assistants of the Seller may be binding only if and in so far as the Seller has confirmed the same in writing.

3. PERFORMANCE BY THIRD PARTY

- (1) The Seller hereby reserves the right to appoint third parties to render services owed under the contract. The Buyer's rights against the Seller shall remain unaffected hereby.

4. PRICE

Prices are subject to revision and prices prevailing on the date of dispatch of goods will apply.

- (1) All prices are Ex-works unless otherwise specified. In particular, such prices shall not include costs of packaging, shipping or transportation.
- (2) The Seller shall invoice separately for any permissible sub-deliveries.

5. PRICE CHANGES

Seller reserves the rights to revise prices set forth herein, in connection with its adoption of a new price schedule or modification of existing schedule, generally applicable to goods of the kind covered hereby. Such revised prices shall be applicable hereunder on all shipments made on and after the effective date of the price change.

6. IMPAIRMENT OF CUSTOMER'S CREDIT

If at any time it is Seller's judgment that the Purchaser's credit has become impaired, Seller shall be entitled to decline to make further shipments on any order to Purchaser until receipt of satisfactory security or of cash payments in advance, or Seller may terminate the order as to any remaining shipments, without prejudice to Seller's rights accrued up to the date of any cessation of shipments or termination of order.

7. PRODUCTS

The Seller's products are manufactured with great care, using the best available methods and a high technicality. They could, however be subject to variances arising from fortuitous causes, as defined below, to variations in the raw materials as well as changes arising from their use by the Customer. The Customer is deemed to be aware of these factors. Therefore, the Seller shall only be required to supply products which conforming to the specifications contained in the technical notice of the Seller or, as the case may be, the specifications drawn up by the Customer and agreed by the Seller,

and subject to the standard tolerances in professional practice or those indicated in the corresponding technical notice.

Any accidental variation not arising from the conditions of manufacture of the products, not attributable to the Seller, affecting the composition, behavior, consistency or properties of the products shall be considered as a fortuitous cause and shall not commit the Seller in any way whatsoever. In general, the Seller shall not be liable for any risks affecting the products components resulting from causes beyond the control of the Seller.

The specifications and performances shown in the Seller's catalogues and technical notices shall only apply to the use of the products in conformity with information provided in such catalogues and technical notices, as regards both their implantation, and their putting into service and operation, all of which must, in any case, be performed in accordance with the appropriate professional standards and practices. It is the responsibility of the Customer to ensure that the specifications and performances shown in the Seller's catalogues, technical notices or any other documentation are suitable for use of the products and in the conditions as intended by the Customer, or to seek information from the Seller for that purpose. The Customer shall be solely responsible for the fitness of the products to the use which it intends to make of them and to the compliance of the products to any applicable law or regulation. Any drawings appended to the Seller's quotes will be preliminary drawings submitted to the Customer's approval: they do not commit the Seller. Any technical assistance, written or verbal opinion will be provided free of charge. Under no circumstances shall these free services commit the Seller.

Some products contain hazards for individuals' or environment safety should they be misused, stored or destroyed inadequately. Appropriate precautions for use are shown on the “Safety Sheets” issued by the Seller for each concerned product.

It is the Customer's responsibility to request them from the Seller's commercial department, in case the Customer has not got them yet.

8. TAXES

- (1) All taxes and levies such as GST or any other statutory levies etc., will be charged extra. Relevant Declaration forms should be sent along with orders in case Customer is registered under GST. SGIPL-Crystals Business will not be responsible for any confiscation of goods by the Sales Tax Check-post authorities or by any other statutory authorities, if the same has been resulted due to the failure of the Buyer to furnish the Sales Tax Registration number or any other document required by the statutory authorities from time to time.

9. PAYMENT TERMS

- (1) Collection of Payment collection will be as per agreed terms in writing between the Seller and Buyer.
- (2) Overdue interest will be charged @ 2% per month in case of non-payment as per the agreed payment terms.
- (3) Payments shall always be credited against the oldest invoice. In cases where charges and interest have been incurred, payments shall first be credited against charges, then against interest and finally against the principal claims.

10. DELIVERY

- (1) Delivery indication is given by the Seller in all good faith. Any delays in supplies due to factors beyond our control or causes (Force Majeure events, which includes any cause beyond the control of the Seller, including strike, industrial action, war, sabotage, terrorist activity, national emergency, blockade or government action, inaction or request and act of God) will not result in cancellation of the order. Buyers will, under these circumstances, have to accept the goods. Delay in delivery will not be a ground for rejection of goods and losses or damages caused by such delays will not be borne by the Seller. The written confirmation is required for cancellation of the order.
- (2) The Seller reserves the right to withhold deliveries if:
 - (1) the Seller, in its sole discretion, considers that the financial condition of the Buyer so warrants and that such action is advisable to protect the Seller's interests; or
 - (2) the terms of payment for any Goods are not strictly adhered to by the Buyer.

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11. THE SELLER'S RIGHT OF RESCISSION

The Seller reserves the right, in its sole discretion, to decline any order or part thereof. Any order or part thereof not accepted is deemed cancelled. The Seller requires that any order of goods be in writing.

12. DISPATCH & FREIGHT

The Buyer shall specify clearly the mode of dispatch in its order. All consignments will be booked on 'freight to pay' at destination basis. Loading and forwarding charges will be charged to the Buyer's account.

13. THE SELLER'S DOCUMENTS

The Seller shall retain any and all rights of title, copyrights and industrial/intellectual property rights in respect of illustrations, drawings, samples and other documents. This shall apply also to documents not expressly designated as "confidential". The Buyer shall pass on such Documents to third parties only with the Seller's prior express written consent.

14. DEFAULT IN TAKING DELIVERY AND PAYMENT

If the Buyer fails to accept the goods within a set grace period or refuses to take delivery of the goods, the Seller shall be entitled, without prejudice to any other rights, to rescind the contract and claim damages in lieu of performance. The damages in lieu of performance shall be a liquidated amount equal to 30 % of the purchase price excluding deductions, unless the Buyer proves that no loss at all was incurred or that the loss incurred was lower than such liquidated damages. The Seller hereby reserves the right to prove a higher loss.

If the Buyer defaults in payment or breaches these Conditions then it will be liable for all costs incurred by the Seller and will indemnify the Seller against any loss, liability, charge, expense, outgoing or payment which the Seller suffers, incurs or is liable for in respect of the recovery of monies owing by the Buyer to the Seller.

15. ORDER AMENDMENT

All order amendments are strictly subject to written acceptance by us. Amendment for size, tolerance, specification, etc., will be accepted only if the ordered item is not under manufacture and it is explicitly understood where such amendments are accepted, billing will be at higher rate as may be applicable.

16. WARRANTY

The Seller grants warranty against non-conformity, caused by defects in manufacturing of the products to the specification shown in the Seller's technical notices, or as the case may be, in the specifications or drawings drawn up by the Customer and agreed by the Seller.

Under this warranty, the Seller's obligations will be limited to at the Seller's sole discretion

- a) Replacement of the Goods or supply of goods equivalent to the Goods;
- b) Repair of the Goods;
- c) payment of the cost of replacing the Goods or acquiring good equivalent to the Goods;
- d) payment of the cost of having the Goods repaired.

The warranty granted by the Seller to the Customer in accordance with the above will be for each product type limited to the duration mentioned in the order acceptance, (in accordance with the applicable INCOTERMS®) or, as the case may be, from the date of joint acceptance procedure performed at the Seller's premises. Upon the expiration of the warranty period, the Seller shall no longer be held liable for any defect of the product.

Will be excluded from warranty, any and all non-conformities not caused by manufacturing defects, in particular where those non-conformities result from normal wear and tear of from a cause beyond the Seller's control such as (but not limited to): degradation caused by the Customer; inappropriate storage; incorrect installation; faulty maintenance; use non-conforming to the information provided by the Seller on its catalogues and technical notices; specifications/properties expected from the product by the Customer but not notified to the Seller (for

example, that were not mentioned in the specifications or drawings drawn up by the Customer and agreed by the Seller). Seller's liability will be strictly limited to material damages incurred by the Customer as direct consequence of a breach of the contract by the Seller. In any case, Seller's maximum aggregate liability shall be limited to the amount of the concerned order.

In no event shall the Seller be liable or obligated in any manner for any financial or economical loss and more generally any consequential and indirect damages whatsoever incurred by the Customer or by any third parties. The Customer waives, on its own behalf and on behalf of its insurers, any right to claim from the Seller and its insurers, any compensation or indemnification whatsoever in excess of the above limits and exclusions, for any damages whatsoever.

17. QUALITY SYSTEM

The Seller provides to the Customer a Quality System for some products. It is the Customer's duty to enquire with the Seller which products are manufactured according to the procedures of this Quality System.

The Quality System procedures are intended to demonstrate the Seller's aptitude for mastering the fundamental processes to determine the acceptability of the supplied product, as well as for implementing the means to prevent any non-conformity during production.

Under no circumstances will such a Quality System increase the Seller's liability as defined herein. In particular, any certificate of conformity given to the Customer by the Seller shall not be deemed to be an acceptance report releasing the Customer from its obligations as defined in this document. Should the Customer require the implementation of a special Quality System for its order, it must provide the Seller with detailed specifications, which shall only come into force upon being expressly agreed by the Seller.

The Seller reserves the right to refuse to implement such a special Quality System if the specifications of the Customer cannot be fulfilled given the technical resources of the Seller at the time of the order.

18. TOOLS AND DIES

All special tools, dies, equipment and plans which are manufactured or developed for use in the fabrication of goods to Purchaser's specifications, whether or not covered by a purchase order from Purchaser, will remain the property of, and in the possession and control of, Seller. All charges specified by Seller for such tools, dies, equipment or plans are for the use thereof only and do not convey to Purchaser any interest therein. Purchaser shall hold Seller harmless from all claims in respect of infringement of patent or other industrial property rights arising from use by Seller of such items in fulfillment of Purchaser orders. New or additional tools and dies, or changes necessary in existing equipment to conform to changes in design ordered by Purchaser are to be paid for by Purchaser.

19. CANCELLATIONS

An order accepted by the Seller cannot be cancelled without Seller's prior written consent (in its sole discretion). The Seller at its sole discretion consider cancellation or part quantity be cancelled if the order item is not under manufacture.

20. RISK

All reasonable care will be taken for the safe dispatch of goods. However, any shortage or breakage in transit will have to be claimed either by your insurance company or transporter Claims.

Risk in the Goods passes to the Buyer on delivery of the Goods or on dispatch of the relevant invoices whichever is earlier and from that time the Buyer assumes all risk loss and damage of Goods including without limitation all loss or damage in the course of transit or unloading the Goods following Delivery.

21. JURISDICTION

All claims arising out of contracts should be instituted in a court of competent jurisdiction situated in Bangalore, India and in no other court.

22. TERMINATION BY THE SELLER

Without prejudice to any of its other rights, powers or remedies, the Seller may cancel any order for the delivery of Goods and terminate any contract governed by the Conditions if:

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- a) the terms of payment for any Goods delivered to the Buyer by the Seller have not been strictly adhered to by the Buyer;
- b) the Buyer defaults under any of its obligations under these Conditions; or
- c) the Buyer becomes insolvent, commits an act of bankruptcy or, being a company, a liquidator, provisional liquidator, receiver, receiver and manager, administrator or official manager is appointed in respect of the Buyer, a mortgagee goes into possession of the Buyer's assets or business, an application is made to appoint a liquidator or to have the company wound up, the Buyer is made subject to the supervision of a court or enters into a scheme of arrangement with its creditors or if anything analogous occurs in respect of the Buyer, in which case, the Seller will be released from all liability under the Contract.

The Seller will be entitled to payment for all Goods delivered up to the effective date of termination. Termination of a Contract is without prejudice to the rights of the Seller accruing up to the date of termination.

23. EMBARGO AND SANCTIONS

The Buyer is prohibited from doing business, either directly or indirectly, with any and all countries/region that are subject to embargo & sanctions imposed by the United Nations, European Union and/or the United States of America (collectively the "Sanctioned Countries"). The Seller confirms to have discharged its obligation to inform the Buyer that engaging into business transaction with the Sanctioned Countries is prohibited, the Buyer confirms to be aware of the aforementioned obligations and agrees to support the Seller in the compliance with related regulations as such.

24. SEVERABILITY

In the event any provision of these General Terms and Conditions is declared invalid or unenforceable, the remaining provisions will continue to apply and will retain their validity and significance. In such case(s) the parties will, to the extent possible, replace in good faith the invalid and/or unenforceable provision(s) with valid provision(s) which legally and economically are the closest to the desired purpose and intent of such invalid and/or unenforceable provision(s)