

SAINT-GOBAIN PERFORMANCE PLASTICS RENCOL LIMITED - CONDITIONS OF PURCHASE

1. Interpretation

- (a) In these Conditions: "**Buyer**" means Saint-Gobain Performance Plastics Rencol Limited (registered no. 2755773) of Saint-Gobain House, East Leake, Loughborough, Leicestershire LE12 6JU; "**Conditions**" means the standard terms and conditions of Purchase set out in this document; "**Contract**" means the contract for the sale and purchase of the Goods and/or the Services; "**Deliverables**" means all documents, products and materials developed by or on behalf of the Seller as part of or in relation to the Services in any form or media; "**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) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time; "**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws; "**Data Subject**", "**Personal Data**" and "**Processing and Process**" shall all have the meaning set out in GDPR; "**Goods**" means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with the Conditions; "**Liabilities**" means all liabilities, losses, damages, costs, expenses (including without limitation VAT and legal fees and expenses on a full indemnity basis), actions, claims, proceedings and demands whatsoever arising directly or indirectly out of or in connection with the relevant matter; "**Mandatory Policies**" means the Buyer's business policies and codes, as amended by notification to the Seller from time to time; "**Seller**" means the person who accepts the Buyer's order for the Goods and/or the Services; "**Services**" means any direct provision of skill, labour or employment described and requested in any Contract including the delivery and off loading of Goods.
- (b) Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- (c) The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

- (a) The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with any written order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.
- (b) No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Seller and the Buyer.

3. Prices and Payment

- (a) Unless otherwise expressly agreed in writing by the Buyer, Contracts are entered into on the basis that the price of the Goods and/or Services agreed by the Buyer and the Seller is a fixed price, includes packing, carriage, delivery, and all other charges and is not subject to alteration for any reason whatsoever. Value added tax is not included and will be added as appropriate.
- (b) Unless otherwise expressly agreed in writing by it, the Buyer will pay for the Goods and/or Services within two calendar months from the end of the month in which delivery is made, subject to receipt by the Buyer of a tax invoice for the Goods and/or Services before the end of the month in which delivery is made and, if there is any delay in receipt of such an invoice, the Buyer will pay for the Goods and/or Services within one calendar month after receipt of the invoice and this will not prejudice the Buyer's entitlement to an early payment discount or other benefit that may be agreed.
- (c) If the Buyer fails to make any payment within the time specified in paragraph above the Seller shall be entitled to charge interest at the rate of 2% over the base rate from time to time of Lloyds Bank plc from the date when payment should have been made to the date of payment.

4. Title, quality and rejection

- (a) The Seller warrants that:-
- (i) the Seller has the right to sell the Goods and the Deliverables and they are and will remain until property therein passes to the Buyer the absolute property of the Seller free of any charge, lien or other encumbrance;
- (ii) all Goods and all Deliverables shall correspond strictly with description and specification and with any sample, shall be in every respect fit for any purpose for which the Buyer has expressly or by implication made known to the Seller, shall be of satisfactory quality and shall comply with all applicable statutes and regulations;
- (iii) the Services shall conform with and any applicable specification and shall meet any other standards agreed between the Parties in writing. If no standard is specified or agreed the Services shall be provided in a professional manner to the highest standards applicable thereto and in any event with reasonable care and skill.

- (b) The Buyer may (without prejudice to its other rights) reject or refuse to accept any Goods or Deliverables which prove defective or otherwise than in accordance with the Contract within 12 months after delivery.
- (c) If the Buyer is entitled to reject or refuse to accept any Goods and any Deliverables: (i) it shall not be bound to return them to the Seller but, if it decides to do so, they shall be returned at the Seller's risk and expense; and (ii) The Seller shall, at the Buyer's option and without prejudice to its other remedies, repair or replace the Goods and/or Deliverables, reimburse the Buyer in full for the cost of repairs carried out by it or any third party at its direction, or refund the full purchase price.

5. Delivery of Goods and supply of Services

- (a) The Seller shall deliver all Goods, carriage paid, to the place of delivery stipulated by the Buyer.
- (b) The time stipulated for delivery of the Goods shall be of the essence of each Contract. Should the Seller fail to deliver the Goods by such time the Buyer (without prejudice to its other remedies) may: (i) Cancel that part of the Contract which is undelivered at such time; and (ii) Require the Seller to indemnify it against any Liabilities in relation to such failure.
- (c) The Buyer may return to the Seller at the Seller's risk and expense any Goods delivered in excess of the quantity stipulated by the Buyer.
- (d) The Seller shall:
- (i) perform the Services in accordance with clause 4(a) and by any applicable dates agreed between the Buyer and the Seller;
- (ii) co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
- (iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with the Contract; and
- (iv) provide all equipment, tools and vehicles and such other items as are required to provide the Services.

6. Inspection

The Buyer may at any time inspect the Goods but no such inspection shall relieve the Seller of any of its obligations.

7. Packaging

- (a) Cases or packing of a durable nature, if charged extra by the Seller with the Buyer's Contract under Condition 3, must be invoiced separately and credited in full upon return by the Buyer, carriage paid, to the Seller.
- (b) Cases or packaging of a durable nature and not charged extra by the Seller remains the Seller's property and Seller will be responsible for removal from Buyers premises at appropriate intervals and subsequent re use, recycling or other acceptable disposal at no cost to Buyer.

8. Property and risk

The property in the Goods shall pass to the Buyer on payment of the price for the Goods or on acceptance, whichever first occurs. The Goods shall remain at the Seller's risk until the property in the Goods passes to the Buyer. If the Buyer rejects any Goods, the property and risk therein shall remain with or thereupon revert to the Seller.

9. Sub-contracting

No part of any Contract may be sub-contracted or assigned by the Seller without the Buyer's express written Contract.

10. Intellectual property rights

- (a) The Seller shall indemnify the Buyer and its associated companies, and its and their officers, employees and agents, against all Liabilities in relation to any alleged or actual infringement of any patent, registered design, copyright, trade mark or other intellectual property right resulting from the use or resale of the Goods and/or arising in connection with the Services provided.
- (b) The Seller hereby assigns to the Buyer, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including for the avoidance of doubt the Deliverables. The Seller shall also obtain waivers of all moral rights in the Goods and any goods that are transferred to the Buyer as part of the Services under the Contract, including without limitation the Deliverables or any part of them, to which any individual is now or may be at any future time entitled under any provisions of law in any jurisdiction.

11. Injury and Damage

If any claim is made against the Buyer by any of its customers or employees or by any other person in respect of, or the Buyer suffers, death, injury, sickness, loss or damage of any kind whatsoever (including economic loss and/or consequential loss and/or loss of profits) due or alleged to be due to a defect in the materials, workmanship, safety or (save where the same has been stipulated by the

Buyer) design of the Goods and/or in the Services, the Seller will provide all facilities, assistance or advice required by the Buyer for the purpose of contesting or dealing with the same and the Seller shall indemnify the Buyer against the same and against all Liabilities of the Buyer in relation thereto provided that nothing herein shall render the Seller liable for any of the same which arises solely by reason of the negligence of the Buyer.

12. Tools and Designs

Any tools, patterns, plates, designs or other items supplied by the Buyer to the Seller, or for which the Buyer has provided the whole or a part of the cost, to enable the Seller to execute any Contract ("**Tools**") shall become and/or remain the property of the Buyer together with any patent, design right, copyright, trade mark or other intellectual property right therein, shall be kept in good condition and be returned to the Buyer on demand at the Seller's risk (in the case of Tools for which the Buyer has provided a part only of the cost, upon payment of the remainder of such cost) and shall not be used by the Seller without the Contract in writing of the Buyer for any purpose other than for the supply of Goods to the Buyer. The Seller agrees to insure and indemnify the Buyer against any loss or damage to Tools whilst they are in the custody of the Seller and to procure that the interest of the Buyer is noted on any policy covering such Tools.

13. Confidentiality

The Seller shall hold all drawings, designs, samples, specifications and other information supplied or provided by the Seller in strict confidence and will not disclose or provide any part thereof to any third party.

14. Default, termination and consequences of termination

- (a) If:-
- (i) the Seller breaches the Contract or any other contract with the Buyer or any subsidiary or parent Buyer of the Buyer or any subsidiary of any such parent Buyer (each as defined in the Companies Act 2006) and the breach, if remediable and previously notified to the Seller, is not remedied within seven days;
- (ii) the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Buyer) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (iii) an encumbrance takes possession, or a receiver is appointed, over any of the property or assets of the Seller; or
- (iv) the Seller ceases, or threatens to cease, to carry on business; or
- (v) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly,
- then the Buyer may (at its discretion and without prejudice to its other rights hereunder) by written notice to the Seller:

(A) terminate, cancel and/or rescind the Contract and any other contracts with the Seller; and

(B) revoke any authority to retain or use any Tools and require the Seller to deliver them to the Buyer; and the Seller shall do so, failing which the Buyer may repossess them, enter the premises where they are and sever them there from without liability for any resulting damage and the Seller shall indemnify the Buyer against all liabilities in relation thereto.

(b) On termination of the Contract for any reason, if required by the Buyer, the Seller will provide all reasonable assistance to the Buyer to facilitate the orderly transfer of the Services back to the Buyer or to enable another party chosen by the Buyer ("**New Supplier**") to take over the provision of all or part of the Services.

(c) The Seller shall indemnify the Buyer (both for itself and a New Supplier) against all Liabilities incurred by the Buyer and/or a New Supplier in connection with or as a result of a claim by any person who transfers or alleges that they have transferred to the Buyer or the New Supplier.

(d) If the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to transfer the employment of any person employed by the Seller to the Buyer or any New Supplier then if the Buyer or such New Supplier shall serve a notice terminating the employment of such person within six months after the date of such transfer, the Seller shall indemnify the Buyer (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Buyer is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

15. Force Majeure

The Buyer may terminate, cancel, rescind and/or suspend for any period, and/or reduce the quantities to be supplied under, the Contract which have not then been delivered in whole or in part if the activities of the Buyer for which the Goods and/or Services were ordered are stopped or

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seriously interfered with by (a) any act or default of the Seller or any third party, or (b) any Act of God, war, riot, civil commotion, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, disease, accident to plant or machinery or shortage of any material, labour, electricity or other supply, or (c) any other cause whatsoever which the Buyer could not reasonably have been expected to prevent.

16. Responsible Purchasing

- (a) 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.
- (b) 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"), a copy of which can be made available to the Supplier by the Buyer upon request.
- (c) 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 by e-mail to: external.csr-alert@saint-gobain.com.
- (d) 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.
- (e) The Supplier confirms that it has read, and complies with, the Charter. The Supplier acknowledges that the Buyer may conduct Evaluations on the Supplier and agrees to provide the necessary assistance for that purpose.

Evaluations and audits

- (f) The Supplier authorizes Saint-Gobain to conduct Evaluations and audits at any time in order to make sure that the Supplier is complying with its obligations under this clause 16. 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.

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

Agreement suspension

- (h) If the Buyer has reasons to believe that the Supplier is not fulfilling the obligations contained in this clause 16, the Buyer shall inform the Supplier and may suspend performance of the Agreement until the Supplier provides reasonable proof that it has not committed or is not about to commit a breach. The Buyer shall under no circumstances be liable for any damage or loss caused to the Supplier by the suspension of the Agreement.

Agreement termination

- (i) In case of an actual breach by the Supplier or the Supplier's Representatives of the provisions of this clause 16, the Buyer shall be entitled to terminate the Agreement, ipso jure with immediate effect, by registered letter with acknowledgement of receipt, without paying any compensation and without prejudice to any damages or remedies which the Buyer may be able to claim as provided for by law.
- (j) Any and all general exclusions or limitations of liability mentioned elsewhere in the Agreement shall not be applicable to claims arising from or in connection with the Supplier's breach of obligations under this clause 16.

17. Health and Safety at Work

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

18. Data Protection

- (a) The Seller 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.
- (b) The Seller 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.

- (c) To the extent the Seller receives from, or processes any Personal Data on behalf of, the Buyer, the Seller shall:

- (i) process such Personal Data (i) only in accordance with the Buyer'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 Seller shall notify the Buyer of the relevant legal requirement before processing the Personal Data), and (ii) 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 the Buyer;

- (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 the Buyer;

- (vi) inform the Buyer within 24 hours if any such Personal Data is (while within the Seller's or its subcontractors' or affiliates' possession or control) subject to a personal data breach (as defined in Article 4 of 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 the Buyer;

- (viii) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Buyer or as expressly provided for in the Contract;

- (ix) as the Buyer 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 Seller and the Seller has notified the Buyer accordingly);

- (x) provide to the Buyer and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause 18 and/or the Data Protection Laws;

- (xi) permit the Buyer or its representatives to access any relevant premises, personnel or records of the Seller on reasonable notice to audit and otherwise verify compliance with this clause 18;

- (xii) take such steps as are reasonably required to assist the Buyer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;

- (xiii) notify the Buyer 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 the Buyer 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.

- (d) 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.

- (e) The Seller agrees to indemnify and keep indemnified and defend at its own expense the Buyer against all costs, claims, damages or expenses incurred by the Buyer or for which the Buyer may become liable due to any failure of the Seller or its employees, agents, consultants or subcontractors to comply with the Seller's obligations under this clause 18.

19. Product Recall

- (a) The Seller shall notify the Buyer immediately on becoming aware of any reason which may lead to the Seller or the Buyer carrying out a product recall, including without limitation, any claim concerning the safety of Goods or their non-compliance with any specification or Regulation.

- (b) If, in the opinion of the Buyer, it is necessary to withdraw all or some of the Goods from its premises or from sale or to recall all or some of the Goods from its customers or any third party which may have ownership or possession of the same, then:-

- (i) the Buyer shall give immediate written notice to the Seller of its decision and its reasons;

- (ii) the Seller shall have 24 hours to respond in writing to such notice either by agreeing to such recall, (in which event clause 19(b)(iv) shall prevail) or giving reasons why it does not agree to such recall;

- (iii) if any dispute over the proposed recall cannot be agreed within a further 12 hours, but the Buyer has been notified by a regulatory authority or has other justifiable reason to believe that the Goods are unsafe or may cause damage to third parties or their property, the Buyer may commence a product recall in its own name;

- (iv) in the event that the Seller agrees with the Buyer that a product recall should take place, it will conduct the product recall in its own name (or if it is a Buyer 'own brand' in joint names or the Buyer's sole name at the Buyer's sole option) with the assistance of the Buyer at the Seller's own cost and will indemnify the Buyer for all reasonable costs and expenses incurred in relation thereto;

- (v) the Parties will use their best endeavours to agree a product recall procedure in advance. In the absence of such Contract, a product recall will be conducted in accordance with the Buyer's standard product recall procedure if it is a Buyer 'own brand' product. The Seller's procedure shall be used for Seller branded products if it is, in the Buyer's opinion, a satisfactory procedure to ensure the safety of its customers is paramount. The Seller shall have in place a suitable policy of insurance for adequate amounts in respect of any product recall, which should as a minimum have coverage of £5million;

- (vi) the Seller shall indemnify and keep the Buyer indemnified in full and on demand for all direct, indirect or consequential liability damages claims, losses including without limitation loss of anticipated profit costs and expenses including professional and legal costs on an indemnity basis suffered incurred or paid as a result of or in connection with any product recall of any Goods including without limitation the costs of undertaking the recall, costs associated with the testing of the Goods, selling or supplying replacement goods, all associated distribution and storage of recalled goods costs, advertising and mailing costs, loss of reputation and brand name damage. The Buyer shall use its reasonable endeavours to mitigate any loss which the Seller may suffer as a result thereof.

20. REACH Regulations

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

- (a) As manufacturer, importer or distributor (as the case may be) of the chemical substances sold to the Buyer, whether these substances are supplied to be used unaltered, contained in mixtures or articles, the Seller undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorisation and restriction of chemical substances ("REACH Regulation") on the one hand and the classification, labelling and packaging of substances and mixtures ("CLP Regulation") on the other hand.

- (b) As part of this commitment, the Seller undertakes to permanently comply with any regulatory change and, consequently, to adapt its own obligations towards the Buyer for the whole duration of this Contract.

- (c) In this respect, the Seller shall in particular ensure that the substances provided to the Buyer are duly registered for the uses that have been indicated to him by the Buyer. The Seller undertakes to provide the Buyer with the registration numbers of the substances.

- (d) 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 Seller shall inform the Buyer as soon as he is aware of such application. This obligation shall also apply in the case of sale to the Buyer of mixtures or articles containing such substances.

- (e) In addition, in the event that the substances supplied to the Buyer are subject to authorisation or restriction, the Seller undertakes to inform in writing the Buyer of any restrictions and prohibitions of use that affect these substances and of any possibility to substitute such substances.

- (f) The Seller undertakes to inform the Buyer with a minimum of six (6) months' written notice if, in the course of this Contract, it intends either to modify the ingredients and/or technical characteristics of the substances, mixtures or articles supplied or to stop selling them.

- (g) The substances and/or mixtures shall be accompanied by any information that are necessary in order to enable the Buyer 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 REACH Regulation.

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- (h) The Seller guarantees the Buyer against any financial consequences arising from the Seller's non-compliance with its obligations resulting both from the REACH and CLP Regulations and the present clause. Any limitation of liability provided elsewhere in this Contract does not apply to liability incurred by the Seller in this respect.
- (i) 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.

21. Competition law compliance

- (a) The Parties intend that the Contract and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with EC and UK competition laws, and the Parties are satisfied that the Contract does so comply as at the start date of this Contract.
- (b) The Parties agree during the term of the Contract to take all appropriate steps to ensure that there are no discussions, exchanges or disclosures of information or documents, or other acts or omissions by or between them in relation to the Contract which might contravene applicable competition laws.
- (c) In the event that either Party believes, for any reason, that the Contract no longer complies with all applicable competition laws, it must notify the other Party immediately. Both Parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary the Contract so that it complies with all applicable competition laws while giving effect so far as possible to the Parties' original intentions in relation to the Contract.
- (d) Notwithstanding clause 21(c) where in the future the Buyer should consider that the Contract does not comply with the applicable competition rules, then it will allow the Seller to supply a sufficient quantity of its output to the Buyer's competitors to remove any anti-competitive effects of the arrangement.

22. Compliance

- (a) The Supplier undertakes to fulfil the compliance obligations set forth in this clause. In addition, the Supplier shall require its own suppliers and subcontractors to comply with the same rules. Saint-Gobain is entitled to conduct audits in order to ensure the compliance to these rules.
- (b) Depending on the situation, the term "Saint-Gobain", as used in this clause may refer to the Buyer and/or all companies and legal entities which belong to the Saint-Gobain Group. The Saint-Gobain Group consists of any and all companies and legal entities directly or indirectly detained and/or controlled (controlled having the meaning set forth in art. L233-3 of the French Commercial Code) by "Compagnie de Saint-Gobain", a French company headquartered at 18 avenue d'Alsace, 92400 Courbevoie, France.

Fight against corruption

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

Economic sanctions

- (f) The Supplier undertakes to comply with any laws and regulations on economic sanctions applicable to the activities covered by this Agreement. These may include instruments adopted by the United Nations, the United States or the European Union.
- (g) For all matters pertaining to the execution of this Agreement, the Supplier undertakes that it will not enter into transactions with any person or entity with whom commercial transactions are forbidden or restricted by the United States or the European Union.
- (h) The Supplier also undertakes to inform Saint-Gobain promptly in the event that any of the materials, products and/or components (including software or services) covered by this Agreement, are wholly or partly subject to any re-export restriction; and/or originate from the United States or incorporate content manufactured in the United States. In any such event, the Supplier shall provide Saint-Gobain with all related (and reasonably necessary) information and documents.

Suspension of obligations

23. General

- (a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- (b) No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (c) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- (d) These Conditions shall be governed by and construed in all respects in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Court.
- (e) The Buyer reserves the right to deduct any monies due or to become due from the Seller to the Buyer from any monies due or to become due from the Buyer to the Seller 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.
- (f) In performing its obligations under the Contract, the Seller shall and shall procure that each member of its Group shall comply with all applicable laws. The Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 23(f) and for the avoidance of doubt, this right to terminate includes where Buyer reasonably believes that the Seller has not made sufficient enquiries or efforts to ensure that modern slavery is not present within the Seller's own supply chain as covered by the Modern Slavery Act 2015.

September 2020