

## **GENERAL PURCHASING CONDITIONS**

for suppliers to the Weber division of Saint-Gobain Construction Products CZ a.s.

The General Purchasing Conditions apply to legal relationships arising from concluded purchase contracts, contracts for work or similar contracts, which the Weber division of Saint-Gobain Construction Products CZ a.s. (hereinafter the "Weber division") has entered into as the buyer, client or otherwise identified customer.

The General Purchasing Conditions take the character of business terms in the meaning of Section 1751(1) of Act No. 89/2012 Coll., Civil Code. If the specific conditions, agreed between the Weber division on one part and the seller or otherwise identified supplier on the other part, differ from these General Purchasing Conditions, then such different provisions according to the specific conditions take precedence over the wording of the General Purchasing Conditions. The application of Section 1740(3) and Section 1751(2) of the Civil Code, which stipulate that the contract is concluded even if there is not a full consensus in the will expressed by the contractual parties, is precluded.

The supplier declares and confirms with its signature that it does not feel and consider itself to be the weaker contractual party compared to the Weber division, that it has had the opportunity to become familiar with the text and contents of these business terms, understands the contents and wishes to be bound by them, and that the contractual provisions have been adequately discussed with the Weber division. The contractual parties have explicitly agreed that the provisions of Section 1799 and Section 1800 of the Civil Code shall not apply to the contractual relationship concluded between them.

### **1. Conclusion of the contract**

The contract is concluded if the supplier confirms, in writing and without objections, the order from the Weber division delivered on the Weber division form and containing at least the basic requirements for the respective type of concluded contract. If the Weber division sends the order via other means than the form, the contract will be concluded upon confirmation of this proposal by the supplier, in writing and without objections.

### **2. Delivery deadline**

The delivery deadline (performance deadline) is set out in the order from the Weber division. The supplier is obliged to deliver the goods within the said deadline to the delivery location stipulated in the order. Delay in delivery on the part of the supplier is a severe violation of the contract, and gives the Weber division the right to apply a contractual fine of 0.5% for every day of delay, or to withdraw from the contract. The buyer is authorised to offset the contractual fine for delay in delivery against the amount for the respective order. Withdrawal from the contract does not affect the Weber division's right to compensation of damages.

The supplier is obliged to inform the Weber division about potential delays in delivery and give the reason and probable duration of the delay.

### **3. Delivery and delivery documents**

The supplier is obliged to deliver the goods to the designated delivery location in the quantity and quality stipulated in the order from the Weber division. The supplier is obliged to arrange the

transport of goods to the delivery location at its own expense and risk.

As concerns consignments for which transportation was agreed to the account of the Weber division, the supplier is obliged to provide the Weber division with the most affordable means using a reliable carrier. The Weber division is not obliged to bear any costs incurred by not fulfilling the provisions between the parties.

Deliveries of goods shipped by cargo truck will be taken over by the Weber division at the delivery location on weekdays from Monday to Friday, from 7:00 am to 2:00 pm, with the exception of public holidays.

Upon prior agreement, the Weber division is authorised to collect the consignment directly from the supplier's factory. The supplier is obliged to ensure that the Weber division is able to collect the delivery in the agreed scope at the agreed time.

The consignment will be enclosed in packaging so as to prevent damage during transportation.

The supplier is obliged to submit a delivery note to the Weber division with each consignment. This delivery note must contain minimally the type and quantity of the delivered goods, the quality, unit price and order number of the Weber division. The supplier will submit the original together with the consignment to the Weber division, and send a duplicate of the delivery note with the invoice for the delivered goods to the Weber division.

Apart from the requirements of a tax document and other data required by the Weber division, the invoice must also contain the order number indicated in the order from the Weber division, a reference to the concluded contract, or the name of the ordering person.

The supplier is obliged to submit to the Weber division any documents needed for collection and use of the goods, as well as any other documents stipulated in the order from the Weber division.

Upon receipt of the ordered goods, the Weber division has the right to check the goods visually and reject the entire delivery or part thereof if any or all of the goods appear to be defective. In this case, the supplier will replace the defective goods at its own expense within the shortest possible time. In this case, the Weber division is entitled to a contractual fine for reasons of delay on the part of the supplier according to Art. 2, without this affecting the right to any related compensation.

If a larger quantity of goods is being delivered, the Weber division is authorised to limit the inspection of goods to random checks. Any defects that are not found during such random checks will be considered hidden defects. In these cases, the provisions on claiming hidden defects will apply.

#### **4. Circumstances precluding illegality**

Force majeure, strikes, complications in work or transportation, official measures, outages in transportation or other circumstances, which the Weber division cannot influence and which affect the Weber division's ability to take over the ordered goods, authorise the Weber division to suspend the fulfilment of its obligations or to withdraw from the concluded contract, based on the Weber division's decision. The supplier must be informed of any such circumstances without undue delay. Should this situation arise, the supplier will not be entitled to any compensation of damages.

The supplier declares that it takes on the risk of changes in circumstances according to Section 1765(2) of the Civil Code.

#### **5. Risk of damage to goods - proprietorship of goods**

The risk of damage to the goods is transferred to the Weber division at the moment of handing  
*General Purchasing Conditions, 1<sup>st</sup> December 2017*

over the consignment to the Weber division or to its appointed customer at the agreed delivery location, and when the Weber division is able to handle the consignment.

Proprietorship of the goods is transferred to the Weber division upon their delivery to the agreed location.

## **6. Purchase price and payment conditions**

Unless stated otherwise in the order from the Weber division, the purchase price therein is deemed to be the fixed purchase price, including delivery, as set out in the order. If in the period between conclusion of the contract with the Weber division and delivery of the goods to the Weber division the supplier provides a different customer under similar conditions, i.e. a third party, with a lower price than that originally agreed between the supplier and the Weber division, the price of the contracted goods will be reduced accordingly to the lowest price registered in the period between conclusion of the contract and delivery of the goods to the Weber division.

If due fulfilment of the contract by the supplier also requires the installation of the delivered goods or part thereof, the purchase price stipulated above refers to the purchase price for the goods including installation.

The place of fulfilment for all payments is the Weber division.

The date of delivering the invoice is considered to be the day when the invoice was provably delivered to the Weber division.

The Weber division is authorised to withhold payment in full or in part if the delivered goods or provided services show defects, until the Weber division has been fully satisfied. The fulfilment of obligations by the Weber division does not constitute a waiver of claims, acknowledgement of debt or waiver of the right to apply the quality warranty against the supplier. Confirmation of takeover of the goods or their actual takeover cannot be considered a waiver of the right to claim defective products or any other failure to fulfil the order by the supplier.

## **7. Quality warranty and application of claims from liability for defects**

The supplier is obliged to ensure its own quality control of the goods delivered based on the order from the Weber division, so that the consignment meets the usual quality standards and requirements of the Weber division. The supplier is obliged to keep due records of conducted controls and tests and to archive them for 10 years. The supplier is obliged to allow the Weber division to view this documentation, make copies, or to make and send such copies to the Weber division throughout the said period.

The Weber division is obliged to claim visible defects in delivered goods within a deadline of 12 calendar weeks from takeover of the goods. The Weber division is obliged to claim hidden defects within a deadline of 12 calendar weeks from discovering them. The deadline for application of the claim from liability for defects starts on the first day of the week following the week in which the goods were taken over by the customer, or in which the defects were found. Claims are applied to the supplier.

The supplier provides a quality warranty of 24 months for the goods delivered to the Weber division, or for services provided to the Weber division. The warranty period starts from the moment of delivering the goods to the Weber division.

If the supplier guarantees or offers a longer warranty period or wider scope of warranty, this longer warranty period or wider scope will apply.

If the contract is severely violated by delivery of goods with defects, the Weber division may request the removal of defects or replacement of the goods, an adequate discount from the *General Purchasing Conditions, 1<sup>st</sup> December 2017*

purchase price, or withdrawal from the contract, at its own discretion. This does not affect the right to compensation of damages.

In urgent cases, the Weber division is authorised to ensure or conduct the removal of defects in the subject of delivery at the supplier's expense, without having to inform the supplier of this procedure in advance.

All goods or services must be manufactured and carried out so that they meet the requirements stipulated by generally binding legal regulations and by the measures of state administrative authorities on the date of their delivery. If required by legal regulations, the supplier will submit a declaration of compliance according to Act No. 22/1997 Coll., on technical requirements for products and the amendment and supplementation of certain acts, for every type of delivered goods before delivery of the goods to the Weber division.

## **8. Environmental protection**

Within the framework of contractual relationships with the Weber division, the supplier undertakes to fulfil legal regulations concerning environmental protection. In particular:

- to use vehicles with a valid technical certificate;
- to not operate sources of air pollution in the Weber division compound without notifying the Weber division EHS manager;
- to not start fires in the Weber division compound;
- to not worsen air quality with its activities;
- to not operate waterworks in the Weber division compound;
- when bringing hazardous substances (e.g. fuel, lubricants) to the Weber division compound, to prevent their leakage/spillage into the soil and sewerage;
- to remove waste generated from its activities at its own expense and handle it according to the law on waste;
- when handling hazardous chemical substances and mixtures, to ensure the training of the persons handling the given hazardous chemical substances and mixtures;
- to equip its employees with the necessary protective aides, emergency equipment and first aid resources;
- in the case of pollution or any accident during its activities, to report this fact to the Weber division EHS manager or centre manager, and ensure the removal of pollution and its consequence at the supplier's own expense.

The supplier undertakes that before the first delivery of goods to the Weber division, it will submit in writing the packaging parameters and packaging method in terms of shipping; in particular it will indicate the type of material the packaging is made of, the dimensions and weight of empty packaging. It will also provide the Weber division with a written declaration that the packaging fulfils legislative requirements in terms of introducing packaging to the market according to Act No. 477/2001 Coll., on packaging, for imports under Directive 94/62/EC. If the supplier is registered in the Czech Republic, it will provide the Weber division with information as to whether it has concluded a contract on collective compliance with EKO-KOM, with indication of its client number and when the fee was paid for packaging from goods delivered to the Weber division.

## **9. Energy management**

The Supplier undertakes to inform the Weber Division of the need to connect the Supplier's equipment to the source of energy. Upon a Weber Division's request, the Supplier shall submit a document proving that the equipment to be connected has been inspected provided that such equipment is subject to inspection duty. When operating the equipment, the Supplier is obliged to

use the sources of energy effectively, in particular switch off the equipment outside working hours. The Supplier shall inform the Weber Division without any undue delay of any damage to the energy distribution systems or of a short circuit caused by the equipment to be connected.

## **10. Occupational health and safety**

Within the framework of contractual relationships with the Weber division, the supplier undertakes to fulfil legal regulations concerning occupational health and safety of employees. In particular:

- in the case of mutual cooperation between the supplier and the Weber division, to inform each other in writing about risks and cooperate in ensuring OHS and FP;
- to move about the Weber division compounds only along the marked roads, to not access the production, storage and other technological premises (compressor stations, transformer stations, etc.) without first informing and obtaining consent from the internal Weber division employee responsible for cooperation with the given supplier;
- to respect and fulfil all instructions and bans, smoking bans, and unauthorised access warnings;
- to adhere to the prescribed internal work safety procedures, instructions and procedures for safe work, disclosed to the supplier by the responsible Weber division employee;
- to adhere to the traffic rules, in particular the Act on Road Traffic Regulation and other legal and miscellaneous regulations, including the Weber division traffic rules;
- in the case of an emergency, accident or injury, to ensure the rescue of human lives immediately and to undertake measures to reduce the impact on the health of all individuals, to inform the nearest Weber division employee and to abide by their instructions, to cooperate actively during investigations, and to provide all the available information related to the accident, injury or emergency.

## **11. Chemical substances and mixtures**

The supplier declares that it will adhere to the valid legislation and all legal standards applicable to chemical substances and mixtures sold to the Weber division, regardless of whether these substances and mixtures are supplied for use on their own, contained in mixtures or in other goods (articles).

The supplier undertakes to adhere to the obligations stipulated by European Regulation No. 1907/2006/EC (REACH), concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals. In particular it undertakes that:

- all of the relevant substances will be / have been registered with the European Agency by the supplier or through the manufacturer or exclusive representative within the deadlines stipulated by legislation, for all uses by the buyers of these substances; it will submit this registration in writing upon request from the Weber division;
- before the first delivery of the substance/mixture to the Weber division, it will provide the current version of the safety data sheet according to the valid legislation; if the safety data sheet is revised, the supplier will provide this revised version of the safety data sheet to the Weber division immediately;
- it will provide the Weber division immediately and sufficiently in advance with information about current or planned changes concerning the registration of substances, their permission or restriction, in particular information concerning the termination of substance supply or production and the related measures;
- it will inform the Weber division about SVHC (substances of very high concern) contained in the article of delivery (i.e. particularly hazardous substances).

The supplier undertakes to deliver a notice to the Weber division at least six (6) months in advance, if in the course of the valid contract it intends to change the admixtures and/or technical parameters of the delivered substances or suspend their sale. In this case, the supplier will be liable to the Weber division for all the financial consequences that the Weber division may face due to the change or withdrawal of these substances from sale.

## **12. Nondisclosure**

All facts that the supplier learns from the Weber division or an intermediary in relation to fulfilling the concluded contract constitute confidential information. The supplier undertakes to preserve the confidentiality of all facts that it learns in relation to performing its activities for the Weber division, which are to remain undisclosed as confidential information. The supplier takes into account that confidential information is of a confidential nature and must not be disclosed to third parties. The supplier is also obliged to handle the orders from the Weber division and related business and technical data as confidential information.

The obligations arising from this provision apply also to persons who are in an employment or other relationship with the supplier and come into contact with the aforementioned facts. The supplier is obliged to ensure that these persons are bound by the obligations arising from this provision.

Violation of the supplier's obligations stipulated in this provision is considered a severe violation of the contract and constitutes a reason for withdrawal from the concluded contract by the Weber division. This does not affect the claim to compensation of damages.

The supplier is personally liable for damages caused by violating the obligations arising from this provision, in particular any detriment, damage to good reputation, loss of credibility, decline in turnover or financial loss incurred by the Weber division, caused by the direct use of the aforementioned information in a manner contrary to this provision.

## **13. Guarantee**

The supplier will compensate the Weber division in full for any damage incurred by the Weber division or its employees in consequence of errors on the part of the supplier or violation of the provisions of the order or these General Purchasing Conditions, or by any defective goods delivered by the supplier.

## **14. Final provisions**

Without prior written consent from the Weber division, the supplier is not authorised to assign its receivables towards the Weber division to third parties, or recover these receivables through third parties, or offset these receivables. The Weber division is authorised to offset its receivables against the supplier's receivables regardless of whether these receivables are due and complementary.

The supplier undertakes to become familiar with the Suppliers Charter available on the website of the Weber division, and to adhere to the provisions of this Charter.

The legal relationships arising from the concluded contract are governed by these General Purchasing Conditions; in matters not regulated by these conditions, they are regulated by the text of the contract or by the respective provisions of Act No. 89/2012 Coll., Civil Code. All contractual relationships concluded between the supplier and the Weber division are governed by the laws of the Czech Republic, having precluded international private law.

Should any provision of these business terms be or become ineffective, the remaining provisions of *General Purchasing Conditions, 1<sup>st</sup> December 2017*

these business terms will remain effective. In the section containing the ineffective provision, the contractual parties' relationship will be governed by the general provisions of the respective legal regulations.

As of the publication date, these General Purchasing Conditions cancel the validity of all previous general purchasing conditions of the Weber division published before this date.