

TERMS & CONDITIONS OF SALE OF SAINT-GOBAIN TRANSFORMADOS S.A.U.

1. In the wording hereof it shall be understood that "SELLER" refers to Saint-Gobain Transformados, S.A.U. and BUYER means the Customer. These general terms and conditions of sale apply to both goods trade nationwide on Spanish soil and that defined as international under the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

All orders imply that the buyer is cognizant of and fully accepts these general terms and conditions of sale. Saint-Gobain Transformados S.A.U. reserves the right to amend them and notify the buyer anew thereof. If at a certain time the seller does not avail himself of any of the stipulations in these general terms and conditions of sale, this shall not entail any waiver of entitlement to enforce it later on.

2. Any agreement, term or condition that is not stated herein shall have to be expressly accepted by the parties and set on record in irrefutable form to be rendered valid.

3. Together with the terms and conditions of sale, those that are special and contained in the seller's order confirmation constitute the full agreement between buyer and seller and wholly invalidate and replace any term or condition to the contrary which the buyer proposes, as well as any verbal or written communication that is not expressly incorporated herein.

Barring stipulation to the contrary, documentation, catalogues and estimates are sent for merely informative ends and the seller's offers are not binding in nature. Any additions or alterations to the terms and conditions set out herein and referred to in either the buyer's order or any other document, including waybills or bills of lading, shall not be binding on the seller save where the latter has given his express agreement in writing. Return of the order confirmation signed by the buyer, or alternatively failure to reject it on his part within the space of three days after receiving it, shall represent acceptance by the buyer of the contract defined by this document.

Prior to written confirmation of the sale, the seller shall be empowered to request from the buyer the setting up of any payment guarantee that he considers necessary and reserves the right to reject orders from buyers who do not establish the payment guarantee requested of them. If any of the clauses herein is rendered null and void, this shall not affect the validity of the others.

4. If the seller chooses to take out credit insurance and the insurer were to decline to cover the sale, then the contract of sale would be made null and void. In such circumstances the seller will notify the buyer that the contract is not valid and return any promissory notes on account received and there shall be no further obligation on his side. The seller reserves the right to establish any other means to ensure that the sale goes through with the buyer.

5. Transfer of the goods that are the object of the sale shall be understood to have been completed when the seller makes them available to the buyer at the place of delivery as set out in point 12. From that moment onwards any risk of loss or impairment to the goods passes to the buyer, although transfer of ownership will not take place until the seller receives effective and unconditional payment in full for the goods. In the event of loss of the product, the buyer's right to compensation from the insurer shall be automatically passed to the seller up to the limit of the price thereof.

The buyer undertakes to comply with all applicable laws, including, among others, legislation to control exports. If at any time some new law or regulatory item means that it becomes impossible or illegal for the seller to perform his tasks, he shall be entitled to cancel the order and conclude the relationship and no liability in regard to the buyer shall befall him.

6. Any change by the buyer to the terms and conditions of the order which he has signed for may only be made if the seller expressly accepts this through his duly authorised agent. In any event, the manufacturing parameters accepted by the buyer shall be treated as firm from the moment when they are approved and signed off. This means that production of the merchandise may not be subject to any claim in relation to modifications which arise after the signing and have not been expressly accepted by the seller, this being at no detriment to any rights and legal action that might be available to the seller.

7. The agreed price shall refer to the goods and those necessary accessories that are recorded as items in the sale. The cost of transport to the place of destination where not performed by the buyer shall be agreed and explicitly recorded.

8. The parties shall set the payment method when the contract of sale is perfected.

9. The previously agreed sale price may be subject to alteration by the seller from execution of the contract of sale up to delivery of the goods to the buyer. Any such revision to the price shall take place when this is unforeseeable and due to: changes to the legal provisions upon which this relies, subsequent variation to costs concerning the materials used in manufacturing work, labour involved, energy, insurance or transportation, or else customs duty, the euro exchange rate, etc.

10. Pursuant to Law 3/2004 of 29 December establishing measures to combat late payment in trade transactions any payment made after the date given on the invoice may originate a past-due penalty whenever the creditor has met his legal and contractual obligations and the obligor is responsible for the delay. If the parties have agreed on payment schedules under an instalment arrangement, when any instalment is not paid on the date set the interest and compensation which this law provides for shall only be calculated based on the sums which have fallen due.

All late payments shall accrue the statutory interest rate on money plus three percentage points in benefit of Saint-Gobain Transformados S.A.U.

11. All taxes, levies or local rates arising from the transfer of possession and ownership of the goods concerned shall be paid for by the buyer.

12. Goods supplied shall be the seller's property until the buyer has met his payment obligations as stipulated above.

13. Overland transport of the goods in a sale and all matters that relate to it are regulated under Law 16/1987 of 30 July, Heading 1, Part III.

14. Goods in a sale shall be deemed to have been delivered to the buyer when the carrier tasked with taking them to the destination designated by the buyer has received them. Failure to pay any of the instalments shall produce a right for the seller to demand the return of the goods at the buyer's sole expense and liability up to the amount equal to the unpaid instalments. Those products still in the buyer's possession shall be held to be those for which payment remains outstanding. Priority shall be given to claims on these goods.

15. When there is a delay to dispatch of the goods because this is convenient for the buyer or for some reason attributable to him, delivery thereof shall be considered to have been made once the seller has informed the buyer that they are available for the buyer at his storage facility. The seller shall consequently not accept liability for any deterioration to the state of the goods given that a long time in storage increases the chances of damage to them from handling and prolonged exposure to the elements, which can affect their outward appearance in the form of rusting and alteration to the physical properties of their protective shrink-wrap and the material which their packaging comprises. After 20 calendar days have elapsed from such notification of the goods becoming available to the buyer, the seller shall automatically impose a levy on the buyer of € 0.05/m² per day of delay, mere communication of this circumstance being held to suffice. This charge shall be allocated to the price of the goods by way of warehousing costs and no liability shall arise for the seller as regards the potential impairment previously alluded to.

16. The seller automatically reserves the right to invalidate the agreed deadline for delivery or put this on hold (it being sufficient for him to merely inform the buyer of this) if the buyer fails to make good any pre-arranged interim payments according to the agreed schedule between the date of the order and that set for delivery. This shall not produce any entitlement to compensation whatsoever for the buyer.

17. Barring any express stipulation to the contrary, delivery dates shall be treated as purely indicative. Delays to delivery shall not produce any right to claim compensation for the buyer. Delivery dates shall only confer entitlement to compensation for the buyer to the extent that the seller has been fully informed in writing at the time of formalisation of the contract of any potential direct detriment from delayed delivery and the seller has confirmed to the buyer in writing that he accepts such compensation arrangements.

As far as this is possible, the seller shall coordinate the delivery of goods with the buyer for a specific day (except where shipping takes over two days). The seller is nonetheless not in a position to guarantee delivery at a certain time of day, even on a specific day, given the variety of situations that might arise during transportation. The seller shall not accept any claim or costs (cranes, fork-lift trucks, ancillary resources, labour, etc.) associated with such delayed delivery.

Likewise, in the event of production hold-ups the seller shall be entitled not to deliver the full quantity requested by the buyer in any single delivery and instead to supply merchandise in successive partial consignments. No claims shall be accepted for delayed goods delivery with regard to orders subject to shared dispatch.

18. The fact that it might prove impossible to drop off goods in sales at their destination or to complete the delivery or unloading thereof for reasons beyond the seller's control does not exempt the buyer from meeting his payment obligations under contract.

19. Costs originating from transportation and insurance of goods shall be defrayed by the buyer save where it states otherwise in the contract of sale.

20. Any advice or assistance which the seller may provide for the buyer in relation to any product supplied shall not entail any liability whatsoever for the seller where such advice or assistance is not a requirement under the contract of sale. Advice from the seller does not release the buyer from his responsibility to check on the suitability of goods supplied for the purposes of the processes and uses for which they are intended (according to the technical specifications and documentation available in catalogues and on our website at www.panelesach.com).

The current technical reference information is collected on the website www.panelesach.com.

21. If the buyer transfers ownership or leases out the products to which this contract of sale refers, the buyer must obtain a formal statement from the third party concerned to the effect that the seller is exempted from any claims that might arise. Failure to secure such a statement in no way represents fault-based liability on the part of the seller.

22. For customised products requested by the buyer, particularly with regard to the packaging for those manufactured by the seller according to the buyer's specifications, the buyer is responsible for informing the seller about the legal and regulatory requirements governing use or application that hold for the product in the country of destination and assumes associated liability given his knowledge of both the country and the sector as well as the specific needs of the buyer in his capacity as distributor.

The seller does not accept any liability whatsoever and the buyer expressly commits to keeping the seller distanced from any litigation with third parties, including, *inter alia*, claims concerning intellectual property rights.

23. Compliance with each and every one of the terms and conditions of sale set out herein is mandatory for any contract of sale executed with Saint-Gobain Transformados, S.A.U.

24. Force Majeure. Any impossibility or delay for the seller in carrying out the manufacture, shipment and delivery of the goods that are the object hereof that results, either wholly or in part, from situations involving war (whether declared or not), strike action, labour disputes, accident, fire, flooding, acts of God, transport delays, shortages of materials, equipment breakdowns, facility conditions, or legislation, regulations, by-laws or decrees issued by any government agency or body, or on account of any grounds reasonably beyond the control of the seller, or from the emergence of a contingency that hinders the execution of his obligations and where the absence thereof constituted a basic scenario warranting issuance of confirmation of the order, shall not produce liability for the seller.

25. Jurisdiction. In the event of any dispute all the parties expressly subordinate themselves to the courts of metropolitan Madrid.

Grupo Saint-Gobain has signed up to the UN Global Compact and similarly applies the OECD Guidelines for Multinational Enterprises, as well as the fundamental principles and rights described in the International Labour Organization (ILO) Declaration. Saint-Gobain has set up a channel for complaints and reporting (professional alerts) to advise of any incident or behaviour that infringes applicable regulations and international rules.

For further details of our compliance policy please visit the following link:



www.panelesach.com

26. Panel flatness. Panels supplied by Saint-Gobain Transformados, S.A.U. are of the industrial kind. It is therefore perfectly acceptable for them to exhibit slight rippling on the surface in the case of any of their finishes that is typical of a winding effect on the sheeting. Likewise, the traction to which the adhesive subjects the covering layers can make it show slight corrugation and/or random concave areas on the surface thereof. In no way does this represent any manufacturing flaw or shortcomings in the mechanical performance thereof and this is not a basis for any non-conformity.

27. Pre-lacquered sheeting used in ACH products. None of the iron and steel companies that produce pre-lacquered sheeting guarantees optical homogeneity of two sheets from different consignments of painted material. These colours might not behave according to standard optics. In other words, the tone of one reel (or painted consignment) might differ from another. This does not mean that they are different colours, but just that the tone and visual effect change. It falls to the buyer to advise the seller if a consignment of panelling requested is to be used as an extension of or addition to another previous to it. Notwithstanding this, the seller cannot guarantee the same tone for certain volumes of steel or for replacements as batches of paint are limited and there is a chance that there could be differences in tone among panels which would not be on account of any malpractice on the part of Saint-Gobain Transformados S.A.U. That said, it is recommended that the buyer should sort the order into separate façades or sides to be assured that there is no mixing of different reels on any single spacing area /side.

28. Perforated panels. Perforated panels are not subject to aesthetic specifications and the product is envisaged for industrial uses where the aesthetic side blends in with the surroundings where they are applied, it being always for the observer to make such a subjective judgement. During the manufacturing process each sheet is glued differently: One in keeping with gravitational force (the outer sheet) and another going counter to it (inner sheet). This produces a subtle difference between both sheets with regard to how the adhesive seeps through the holes. This effect of the adhesive is heightened depending on how close to the panel the observer is, as well as the tone of the sheet whereby the darker it is, the greater the visible contrast with the colour of the adhesive. Both the outer and the inner faces (particularly the outer one) can exhibit adhesive seepage that is acceptable for an industrial environment, though not for a high aesthetic finish, such judgements always being subjective for the beholder. No complaints or claims on account of facets such as this in relation to the product shall be accepted.

29. Conformity-Inspection. At the site where handover takes place the buyer will conduct an inspection of the products to check on the properties of them given in the order confirmation. To be in a position to accept incidents with respect to materials having problems identifiable upon reception of them, the seller requires explicit mention of this on the delivery note and that this should be reflected in writing at the very moment when the goods are received. The buyer shall also have to take photographs of the goods on the lorry. Those claims that will have to be made clear in this way shall also have to be notified to the seller within the space of three days at most. If the buyer does not provide written objections regarding the goods (within the window cited above), and prior to any subsequent alteration being made to them, the products shall be considered to have been automatically accepted at the time of delivery to the buyer.

The seller shall not accept any claim with respect to incidents concerning products (in relation to the specific terms of the order confirmation and defects that are not hidden) that could have been detected in the context of a reasonable inspection or if none has been carried out.

30. Clamping of transport - unloading of materials. At the time when goods are received on a site any clamping of transport vehicles shall be paid for by the buyer. The seller's instructions and documentation on storing and unloading the goods must be strictly adhered to. The buyer assumes responsibility for having suitable resources available to handle the goods and for any damage that is attributable to handling thereof during unloading work. The buyer may not pass on to the seller any costs incurred in destroying, recycling or storing packaging or work-site waste.

31. Claims and liability. The seller guarantees that the goods comply with the specifications included in the order confirmation. The customer must have given notification of all the information needed for: (a) accurate adherence to such specifications and (b) transformation of the products and the ultimate use to which they are put, and acknowledges that the seller's obligation of conformity has been fully satisfied from the moment when the specifications are complied with upon delivery.

Hidden defects upon delivery must be notified to the seller when they are observed and within no more than six months following delivery as stated in Arts. 1484 to 1490 of the Civil Code (the buyer must carry out a detailed inspection of the products during this period). At all events the buyer must comply with his obligation to mitigate and cannot postpone the payment of any outstanding invoice. Claims do not entitle the customer to put off or suspend paying the relevant invoice or indeed any other that remains outstanding.

If the seller considers the goods defective, he shall only be under an obligation, at his choice and in an ancillary and exclusive capacity, (a) to repair the defect, (b) to reimburse or replace the products, which expressly does not include assembly, dismantling, installing or uninstalling tasks and (c) if the invoice for the material has still not been paid by the customer, to reduce the amount thereof or cancel the contract. In any event, the seller's liability shall be limited to the full invoiced value of the defective or impaired products. The seller shall not accept any liability for indirect damage, lost profits, losses from transformation costs, assembly and/or dismantling, production losses, loss of earnings and/or any consequential special loss or damage suffered directly or indirectly by the customer or any other person.