

**STANDARD TERMS AND CONDITIONS OF SALE**  
(For use with a *Quotation, an Order Acknowledgment, or an Invoice*)

**1. AGREEMENT OF SALE.**

(a) The terms and conditions set forth in this document (these "Terms") are intended to establish standard terms and conditions of sale for all sales by the Saint-Gobain entity identified as the Seller on any *Quotation, an Order Acknowledgment, or an Invoice* ("Sales Documents") ("Seller") to the purchaser ("Buyer") unless otherwise provided in a written agreement between Buyer and Seller. All such sales are made expressly conditional upon these terms and conditions. The Sales Documents, specifications, and all supplements and attachments thereto issued by Seller from time to time ("Governing Documents") together with these Standard Terms and Conditions, as may be modified by the Company from time to time ("Terms"), shall constitute the entire agreement between Buyer and Seller for each such sale. In the event of any inconsistency between these Terms and any of the Governing Documents, the Governing Documents shall control over these Terms, unless expressly stated herein. These Terms apply only between the Seller on the applicable Sales Documents and Buyer, and shall not apply to any other of Saint-Gobain entity or their respective divisions, affiliates and subsidiaries. Seller hereby gives notice of its objection to any additional or different terms or conditions in Buyer documents, including but not limited to any order form, statement of work, confirmation, or communication. All orders are subject to acceptance by Seller. Seller reserves the right to reject any order. Possession of a price list does not constitute an offer to sell. Acceptance of any order by Seller is expressly conditioned on Buyer's assent to these Terms and the waiver by Buyer of any terms and conditions contained in any order form, confirmation, or any other communication of Buyer, whether previously or hereafter delivered to Seller, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. Any conduct by Buyer which recognizes the existence of a contract pertaining to the subject matter hereof, including, without limitation, the acceptance of the Products (as defined in Section 2(a) below), payment thereof or resale of the Product, shall constitute acceptance by Buyer of these Terms and the terms set forth in the Governing Documents. Additional or different terms provided in Buyer's purchase order, or any other documents provided by Buyer to Seller are hereby expressly objected to and rejected.

(b) Except as otherwise described herein, no modification or termination hereof or waiver of any of the obligations hereunder by Buyer shall be effective unless in writing and signed by Seller. The failure by the Seller to enforce at any time any of the provisions herein, shall not constitute a waiver and shall in no way be construed as a waiver of such provisions or options, nor in any way be construed to affect the validity of these Terms or any part thereof, or the right of the Seller thereafter to enforce each and every such provision.

**2. PRODUCT AND PRODUCT CHANGES AND SERVICES:** The products covered by these Terms are the materials, equipment, supplies listed in the Sales Documents ("Product") and the Services are the services covered in the Sales Documents or any statement of work executed by the Seller. Seller reserves the right to discontinue the manufacture or sale of any Product(s) at any time or to alter, modify or redesign its products or modify any Services from time to time. Products may only be returned with the prior written approval of SELLER. Products returned without such approval will not be accepted and such approval may be conditioned upon Buyer paying a restocking charge of up to 25% of the cost of the returned Products plus freight costs for returning the Products (and out-freight if applicable). All returned Products must arrive at the point of return designated by SELLER in salable condition, as determined by SELLER's Quality Control Department before any credit will be issued.

**3. WARRANTY.** Except as expressly provided herein and as limited by these Terms, Seller warrants that the Products will conform, at the time of delivery to Buyer, to the specifications specified by Seller in the applicable Sales Documents and Services, in any, shall conform to the applicable industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS IN ANY OTHER DOCUMENT, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE. SELLER DOES NOT EXTEND THE FOREGOING WARRANTY, AND BUYER MAY NOT TRANSFER IT, TO BUYER'S BUYERS OR OTHER THIRD PARTIES. THE FOREGOING WARRANTY IS VOID AGAINST, AND SELLER DOES NOT WARRANT THE PRODUCTS OR SERVICES AGAINST, ANY DAMAGES, LOSSES, COSTS, CLAIMS AND LIABILITIES INCURRED IN CONNECTION WITH THE TRANSPORTATION, IMPROPER HANDLING, STORAGE, SALE, OR REPAIR OR HANDLING OF PRODUCTS BY OR ON BEHALF OF BUYER, OR ANY OTHER ACTS OF BUYER RESULTING IN THE DAMAGES, LOSSES, COSTS, CLAIMS AND LIABILITIES INCURRED BY THE PRODUCTS.

**4. QUANTITY.** Unless otherwise specified, Seller may deliver, and Buyer will accept and pay for, up to ten percent (10%) more or less than the quantity specified in the pertinent order acknowledgment. Where Product is sold on an actual weight basis, mill weights shall be conclusive and binding upon the parties. Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale, and payment shall become due therefore in accordance with the terms of payment contained in the invoice including, but not limited to, as set forth in Section 5 hereof.

**5. PRICES; PAYMENT.** All prices are subject to change without notice. Should any governmental action or request prevent SELLER from implementing any price or continuing any price already in effect, SELLER may at its option cancel Buyer's order or any part thereof. All shipping terms shall have meaning set forth in the Uniform Commercial Code (the "UCC") for domestic sales or in INCOTERMS™ 2010, as published by the International Chamber of Commerce, for international sales. Prices are payable in U.S. Dollars within the time frame set forth in the applicable invoice from the date of such invoice. Partial shipments shall be billed as shipped. If Buyer (i) becomes insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that SELLER determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Buyer hereunder shall at SELLER's option become immediately due and payable, credit terms may be changed, and all future shipments may be suspended or require cash against document, at Seller's sole discretion. ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SELLER AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SELLER'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY IMMEDIATELY PRECEDING THE DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SELLER. Buyer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Buyer shall pay all amounts not in dispute. If payment hereunder is not made on time, Seller, in addition to all other legal, equitable and contract rights available to it, shall be entitled to interest on such overdue payment at the rate of one and one-half percent (1.5%) per month. Notwithstanding the foregoing, interest shall not be charged on any overdue payment at a rate in excess of the maximum rate permitted by law. In addition, all collection charges including reasonable attorneys' fees incurred to collect said payment shall be payable by Buyer. Buyer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by SELLER hereunder.

**6. IMPORT DUTIES, TAXES AND OTHER CHARGES.** Except to the extent otherwise provided in these Terms, Buyer shall pay and be responsible for all taxes (excluding federal, state or local income or franchise taxes of Seller) and all import duties, levies and impositions and all other governmental charges, assessments, fees, and any interest or penalties thereon, whether payable by Seller or Buyer, imposed or levied on or with respect to the sale of the Products, the amounts payable hereunder, the Product or the possession, sale, use, furnishing or ownership of the Product, and all broker and similar fees, shipping and handling fees, and other assessments incurred by Seller. If Buyer shall fail to pay and discharge such taxes, duties and other sums when due, Seller may at its option, pay the same, in which event Buyer shall promptly reimburse Seller for such sums paid. The price will be increased by the increased amount Seller is liable to pay in respect of any value added tax chargeable on the supply to Seller of materials to be incorporated in the Products or on services which are required for the performance of Seller's obligations under these Terms.

**7. RISK OF LOSS; COST OF INSURANCE AND TRANSPORTATION.** Unless otherwise stated in the Sales Documents, the incoterms applicable to the delivery of Products shall be F.O.B. Seller's shipping facility for domestic shipping and FCA (Seller's shipping facility) for international shipping, with freight, taxes and duties paid by Buyer. Notwithstanding any shipping term set forth herein, title to any Products sold and risk of loss of such Products passes to Buyer upon delivery by Seller to the carrier, and Products shall be deemed "delivered" at such time. If the order acceptance or confirmation provides that Seller shall pay insurance and/or transportation costs, they shall be at the applicable rates available to Seller in effect at the date of such acceptance or confirmation; if for any reason the cost of insurance and/or transportation increases prior to shipment date, such increase shall be for the account of, charged to and paid by Buyer.

**8. DELAY IN DELIVERY; FORCE MAJEURE.** Quoted shipping and/or delivery dates for Products are based on estimates at the time of quotation. SELLER shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but SELLER shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. For orders with indefinite delivery dates, SELLER shall have the right to manufacture or procure the materials covered thereby and hold such materials for Buyer's account pending receipt of definite shipping instructions. Except as expressly provided otherwise herein, Buyer agrees to purchase and pay for all material ordered.

**9. FORCE MAJEURE.** Seller shall be excused from performance and shall not be responsible for any liability due to any delay in the performance of any order accepted by it due to unforeseen circumstances or to causes beyond its reasonable control, including, without limitation, acts of God, strikes, war, riots, acts of terrorism, fires, floods, accidents, differences with workers, lockouts, or other industrial disturbances, freight embargoes, lock-out of suppliers necessary to the execution of the order, loss or unavailability of usual sources of transportation, fuel, labor, supply, raw materials, or power priorities, failure, breakdown or shortage of components necessary to the completion of the order, equipment breakdown, embargoes, subcontractor caused delays, the compliance with any law, rule, regulation or order, whether valid or invalid, of any government body or any instrumentality thereof, or acts of civil or military authorities, whether now existing or hereafter created. Performance of an order shall be deemed suspended so long as any such circumstances or causes delay its execution and Buyer shall extend any letter of credit issued in payment for the Product, if applicable, through any such delay. Whenever such circumstances or causes have been remedied, Buyer shall accept performance under said order.

**10. CLAIMS.** All claims for shortages in deliveries must be made within seven (7) calendar days upon receipt of the Product by Buyer. All claims for shortage must be supported by documentary evidence in the form of exceptions taken on the delivery receipt (however denominated), furnished by Buyer to the delivering carrier. Failure to take such exceptions at time of receipt shall constitute an absolute bar to any claim. In the event that a timely and bona fide claim is made with respect to a shortage, Seller's sole responsibility shall be, at Seller's option, to furnish the missing Product or to give Buyer an allowance therefore. Buyer's obligation to accept and make payment on time for the balance of the Product delivered or to be delivered under the agreement shall not be affected thereby. Any claims for losses or damage occurring after delivery to the carrier by Seller shall be made by Buyer directly with the carrier. All such claims must be supported by documentary evidence in the form of exceptions taken on the delivery receipt (however denominated) furnished by Buyer to the delivering carrier. Buyer shall be deemed to have inspected the Product upon receipt. All claims under these Terms must be made by registered or certified mail, and must state with particularity the defect or damage complained of which constitutes a breach of the warranty set forth in Section 2(a) hereof. In no event may any claim (other than for latent defects) be made more than twenty (20) calendar days after Product is delivered or otherwise available to Buyer. With respect to latent defects the claims should be made no later than twenty (20) days after knowledge but in no more than three (3) months after delivery. In the event that a timely and bona fide claim under these Terms is made with respect to a defective or damaged Product, Seller's sole responsibility shall be, at Seller's option, to furnish the missing or replace the defective or damaged Product or to refund the Buyer for the defective or damaged Products. With respect to Latent claims, no claim may be made for any latent defect where the subject Product has been improperly handled or stored, or otherwise abused, after delivery to Buyer unless Buyer can show that such improper handling or storage or other abuse would not have affected the Product or otherwise impaired the usefulness thereof. Buyer's obligation to accept and make payment on time for the balance of the Product delivered or to be delivered under the order shall not be affected thereby.

**11. SECURITY INTEREST.** Seller reserves and Buyer grants to Seller a purchase money security interest in all Products sold and all cash receivables or cash from resale thereof to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer acknowledges that this document may be filed with the appropriate authorities as a financing statement and Buyer agrees to execute and deliver such documents as Seller may request in order to perfect its security interest.

**12. BUYER'S REMEDIES.** THE BUYER'S REMEDIES WITH RESPECT TO ANY PRODUCT FOR DELAYS IN SHIPMENT, NON DELIVERY OR FOR PRODUCTS FURNISHED BY SELLER HEREUNDER THAT ARE FOUND NOT TO CONFORM TO THE WARRANTY SET FORTH HEREIN ABOVE, BREACH BY SELLER OF CONTRACT, OR SELLER'S NEGLIGENCE, OR STRICT LIABILITY, SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH IMPACTED PRODUCTS, OR REFUND OF THE SALE PRICE OF THE PRODUCT, AT THE SOLE DISCRETION OF SELLER. NO ALLOWANCE SHALL BE MADE FOR ANY LABOR, CHARGES OF BUYER FOR REPLACEMENT OF PARTS, ADJUSTMENTS OR REPAIRS, SHIPPING, IN-OUT COST OR ANY OTHER COST OR EXPENSE, UNLESS SUCH CHARGES ARE AUTHORIZED IN WRITING IN ADVANCE BY SELLER. BUYER'S OBLIGATION TO MAKE PAYMENT ON TIME FOR THE BALANCE OF PRODUCTS DELIVERED UNDER THIS AGREEMENT IS NOT AFFECTED BY ANY CLAIM OF BUYER HEREUNDER. SELLER'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY OR OTHERWISE, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT IMPACTED.

IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL, OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE PRODUCTS SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, SAVINGS, GOODWILL AND/OR REVENUES, LOSS OF BUSINESS, FAILURE OR DELAY IN PERFORMANCE, TRANSPORTATION, HANDLING OR INSTALLATION, OR FABRICATION CHARGES OR EXPENSES, EVEN IF SELLER HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**13. INDEMNIFICATION.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and the irrelative officers, directors, shareholders, members, managers and employees (collectively, the "Seller Indemnified Parties") from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, penalties, costs and expenses (including, without limitation, costs of defense or investigation, reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent arising from, related to or in connection with: (a) the negligence or misconduct of Buyer, its agents, employees, representatives or contractors; (b) Buyer's breach of any of its obligations under these Terms (and the order); (c) use of a Product in combination with other products, equipment or software not supplied by Seller; (d) infringement of any United States patent by any Product supplied by Seller hereunder and made in accordance with the design and/or specification furnished by Buyer to Seller; (e) use of a Product in an application or environment for which it was not designed; (f) modifications of a Product by anyone other than Seller without Seller's prior written approval; or (g) the transportation, storage, sale, or service of the Products by Buyer, or other acts of Buyer giving rise to third party claims against Seller.

**14. PATENTS.** In the event of a patent infringement suit brought against Buyer, its successors or assigns arising out of a patent infringement by Seller relating to the Products and if, as a result of such suit, a judgment is made final in a court of last resort against Buyer, its successors or assigns, Seller agrees to pay that portion of the judgment Losses only to the extent of the purchase price which shall have been paid by the Buyer, its successors and assigns to Seller for the infringing Products delivered by Seller during the last six (6) months prior to the commencement of said suit. The foregoing is conditional upon prompt notification to Seller of the commencement of such suit and Seller's having the opportunity to participate in the defense thereof on behalf of Buyer. THE FOREGOING STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY ALLEGED PATENT, COPYRIGHT, MASK WORK, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT BY ANY PRODUCT OR PART FURNISHED HEREIN AND THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST

INFRINGEMENT. Seller shall not be liable for any Losses and Buyer will indemnify, defend with competent and experienced counsel and hold harmless the Seller Indemnified Parties from any Losses resulting from any suit or proceeding based upon a claim arising from: (a) compliance with Buyer's designs, specifications or instructions; (b) modification of the Product by a party other than Seller after delivery by Seller; (c) the use of any Product or any part thereof furnished herein in combination with any other product, or (d) the direct or contributory infringement of any process patent using any Product furnished herein. Sale of any Product or any part thereof by Seller does not confer upon the Buyer any license under any patent rights or copyrights.

**15. TRADEMARK AND INTELLECTUAL PROPERTY USE.** Seller owns all the trademarks and copyrights related to the Products. Under no circumstances shall Buyer use any of Seller's intellectual property, without the prior written consent of Seller and a license from Seller thereof.

**16. UNITED STATES EXPORT LAWS.** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulations in the export, resale or disposition of Products. Buyer agrees and shall cause each of its Buyers to agree, that it shall commit no acts which directly or indirectly violate any United States export control law, regulation, treaty or other international agreement to which the United States adheres or complies or any applicable export, import or other laws of any other jurisdiction and agrees to indemnify and to hold Seller harmless from any and all Losses incurred by Seller or its affiliates for any reason arising from or connected with any such violation, incurred intentionally or unintentionally. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the Products is the country indicated therein. Diversion of the Products to any other destination contrary to United States law is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the Products to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**17. CHOICE OF LAW; VENUE.** Except as otherwise agreed to in writing by Buyer and Seller and regardless of the location of Buyer and place of shipment of the Products, these Terms (and the order) shall be governed by and construed in accordance with the substantive law of the State where the Seller's manufacturing facility resides and in the event of several manufacturing facilities, the State of incorporation of the Seller (each "Governing Laws"), without giving effect to its conflict of law provisions. The parties hereby expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, if the same would otherwise apply here. The parties agree that any suit or action brought by any party shall be brought and resolved exclusively by the State and Federal courts of the State of Governing Laws ("State of Jurisdiction"), and the courts to which an appeal therefrom may be taken; provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order. Each of the parties hereby consents to the jurisdiction of such courts of the State of Jurisdiction and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section 18(b) with any court as written evidence of the knowing, voluntary and bargained agreement between the parties to irrevocably submit to the jurisdiction of the State of Jurisdiction, and to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

**18. LIMITATION ON ACTIONS.** No claim or cause of action, other than a claim for payment of the Product price, arising under these Terms any Sales Documents or any Buyer order may be asserted more than one (1) year after the date on which such claim or cause of action arises.

**19. SEVERABILITY.** In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

**20. BINDING EFFECT; ASSIGNMENT.** These Terms shall be binding upon inure to the benefit of the parties hereto and the irrelative successors and permitted assigns. Buyer may not assign any rights or claims, or delegate any duties hereunder, in whole or in part, without the prior written consent of Seller, which may be withheld at Seller's sole discretion.

**21. BUYER'S UNDERSTANDING.** Buyer represents and warrants: (a) that it has read and understood these terms and conditions; (b) that these terms and conditions are fair and reasonable to Buyer; (c) that the party or individual placing this order on behalf of Buyer has the full power, authority and capacity to do so, and to perform the obligations contained hereunder in accordance with its terms; and (d) no representations have been made or relied upon except as specifically stated in these Terms.

**22. TERM; SURVIVAL.** These Terms shall remain in effect unless expressly terminated in writing mutually by Seller and Buyer. The rights and obligations of the parties under these Terms which by their nature would continue beyond the termination, cancellation or expiration of the agreement or order including, without limitation, warranty, indemnifications, intellectual property rights, shall survive such termination, cancellation or expiration and shall thereafter bind the parties and their successors and assigns.

**23. TRIAL PRODUCTS.** If this Product is being purchased or sold for trial purposes, Buyer acknowledges and agrees that such Product shall not be made into a finished product and/or sold or distributed in any manner to third parties or other consumers or for any other commercial uses. Buyer shall indemnify Seller Indemnified Parties for any Losses arising from, related to or in connection with Buyer's default or failure to comply with this Section 23.

**24. COMPLIANCE WITH THE LAWS.** The Buyer represents and agrees that the Buyer shall comply with all applicable laws, including but not limited to laws related anti-corruption, anti-trust, privacy laws and anti-divergent laws.

**25. LANGUAGE.** The parties to these Terms declare that they have requested that these Terms and all ancillary documents be prepared in the English language. Les Parties déclarent qu'elles ont demandé que cette entente et tout document s'y rapportant soient préparés en anglais.