

General Terms and Conditions of Purchasing of Rigips AG

1. Scope of Application

- 1.1 These General Terms and Conditions of Purchasing (“GTCP”) apply to all legal relationships between Rigips AG (“RIGIPS”) and its suppliers (“SUPPLIER”) regarding the delivery of goods, creation of works, or provision of services (goods, works, and services collectively referred to as “Products”) by SUPPLIER to RIGIPS. They shall be supplemented by any additional terms and conditions stipulated in writing in a specific supply agreement (“Contract”). In the event of discrepancies, the specific supply agreement shall take precedence.
- 1.2 Differing provisions, namely general terms and conditions of business of SUPPLIER, shall apply only if they are accepted in writing by RIGIPS. In this case, they shall take precedence over these GTCP.
- 1.3 RIGIPS is part of the Saint-Gobain group.

2. Ordering and Cancellation

- 2.1 A Contract shall generally be formed between SUPPLIER and RIGIPS either when RIGIPS confirms an offer from SUPPLIER, or when RIGIPS issues an order to SUPPLIER (without a prior offer, or when the offer has been explicitly declared non-binding), and SUPPLIER confirms the order in writing and without changes within two working days (“Order Confirmation”). Until the Order Confirmation from SUPPLIER is received by RIGIPS, RIGIPS may cancel orders without SUPPLIER deriving any rights from such a cancellation. If SUPPLIER does not confirm an order from RIGIPS within two business days, it shall expire automatically.
- 2.2 In the case of Products produced on a customer-specific basis, SUPPLIER shall submit a written quote based upon specifications provided by RIGIPS. SUPPLIER shall be bound by its quote for a period of at least 3 months after receipt of the quote by RIGIPS. The quote may be accepted by RIGIPS (“Acceptance”) during this period.
- 2.3 The delivery location shall be defined by RIGIPS in the order, and must be confirmed without change by SUPPLIER in the Order Confirmation. If the delivery location was not defined by RIGIPS in the order, then SUPPLIER must enquire with RIGIPS about the delivery location, and must confirm this without change in the Order Confirmation.
- 2.4 Following receipt of SUPPLIER's Order Confirmation or after issuance of the Acceptance by RIGIPS in the case of Products produced on customer-specific basis, although no later than upon receipt of the entire order at the delivery location, RIGIPS shall have the right to cancel orders against reimbursement of all costs incurred by SUPPLIER as a result of this order. The right to reimbursement of costs shall exist, however, only if the Products cannot be otherwise sold or used by SUPPLIER. RIGIPS shall reimburse only those costs for which SUPPLIER can provide documentation. Cost reimbursement shall be restricted to the effective costs of production, and in any case to 80% of the value of the Products (purchase price, not including taxes and discounts) in the cancelled order.

3. Pricing

- 3.1 If the parties are in disagreement as to which prices were agreed upon, these shall primarily be determined in accordance with the order placed by RIGIPS. The SUPPLIER's price list shall become a part of the Contract only with the explicit consent of RIGIPS.
- 3.2 Prices for Products produced on a customer-specific basis shall be agreed on a case-by-case basis.
- 3.3 Unless explicitly agreed otherwise, the price includes all services and ancillary services provided by SUPPLIER as well as all ancillary costs (e.g. proper packaging, taxes, customs, export or import duties, transport costs including transport and liability insurance).

4. Delivery

- 4.1 SUPPLIER must deliver the Products in sound condition. Together with the Products, SUPPLIER shall supply to RIGIPS, at no cost, the necessary documentation concerning the technical features, equipment, usage, handling, and maintenance of the Products, particularly the documents necessary for compliance with the Swiss Construction Products Act (*Bauproduktgesetz*). SUPPLIER shall provide technical support to RIGIPS for the Products if and to the extent that such support is necessary.
- 4.2 SUPPLIER shall grant RIGIPS the right to use its brand names, designs, and other intellectual property rights in connection with the resale of the Products.
- 4.3 Unless expressly agreed otherwise, delivery shall be “Delivered Duty Paid” (DDP Incoterms 2020) to the delivery location designated by RIGIPS.
- 4.4 Partial deliveries shall be permitted only with the prior consent of RIGIPS.

5. Delivery Date

- 5.1 The delivery date shall be specified by RIGIPS in the order through the specification of a delivery date or delivery deadline, and shall be binding once the order is confirmed by SUPPLIER. If RIGIPS does not specify a delivery date in the order, SUPPLIER must agree upon a date with RIGIPS prior to issuing the Order Confirmation.
- 5.2 If delays in delivery are expected, SUPPLIER must inform RIGIPS without undue delay. This notification shall not release SUPPLIER from its obligation to comply with the delivery date.
- 5.3 The basis for determining whether the delivery date has been complied with is the acceptance of the Products by RIGIPS at the delivery location. If the delivery does not occur by the delivery date, SUPPLIER shall automatically be in default. If SUPPLIER also fails to make delivery within a grace period specified by RIGIPS, RIGIPS shall have the right to demand delivery plus compensatory damages for delay, or to waive delivery and either demand compensation for the damages incurred due to non-performance or rescind the Contract. If RIGIPS decides to rescind the Contract, RIGIPS shall moreover have the right to demand compensation for the damages incurred by the voiding of the Contract. RIGIPS shall notify SUPPLIER within an appropriate period of time as to which claims RIGIPS will be asserting.
- 5.4 If RIGIPS still wishes to have delivery after expiration of the specified grace period, RIGIPS may specify a second grace period. If no delivery occurs even after the expiration of this second grace period, RIGIPS shall have the same options available as after the expiration of the first grace period. In addition, SUPPLIER shall owe liquidated damages in the amount of 10% of the value of the goods in the affected order (purchase price, not including taxes and discounts). Fault on the part of SUPPLIER shall not be a prerequisite. Payment of liquidated damages, however, shall not release SUPPLIER from meeting its obligations. The foregoing is without prejudice to the right to assert claims for damages as well as other contractual or statutory rights. The reversal of the burden of proof according to Article 161(2) of the Swiss Code of Obligations (OR) will not apply. Liquidated damages may not be offset against the liquidated damages.

6. Invoicing and Terms of Payment

- 6.1 After delivery of the entire order pursuant to the Contract, SUPPLIER shall send to RIGIPS by separate post a separate invoice for each order.
- 6.2 RIGIPS shall remit payment 60 days net after receipt of the invoice (“Term of Payment”). A different Term of Payment shall apply only if RIGIPS has consented to it in writing. Acceptance without objection of an invoice containing a differing Term of Payment shall not be sufficient to constitute consent.
- 6.3 SUPPLIER shall not have the right to withhold deliveries because RIGIPS is in default with payments for prior deliveries.

7. Warranty

- 7.1 Inspection of the delivery by RIGIPS shall not be subject to any deadline.
- 7.2 The period for warranty claims and the notification of defects shall be 2 months, and shall begin on the day of delivery ("Warranty Period"). Complaints of defects for both apparent and hidden defects may be notified throughout the entire Warranty Period.
- 7.3 If SUPPLIER has been given a warranty or guarantee from its sub-supplier ("Sub-supplier Warranty") that exceeds the Warranty Period, SUPPLIER shall notify RIGIPS of this upon delivery of the Products. The Warranty Period shall be extended in accordance with the Sub-supplier Warranty. Any restrictions in the Sub-supplier Warranty, namely the exclusion of rights arising from defects or the restriction of compensatory damages, shall not be included.
- 7.4 Payment of the purchase price by RIGIPS shall not constitute a waiver of claims under the warranty.
- 7.5 RIGIPS may, at its discretion, choose between rescission of the Contract, price reduction, replacement, and repair, plus compensatory damages in each case.
- 7.6 Should RIGIPS decide upon repair, and should the repair efforts by SUPPLIER fail after the first attempt, or if no successful repair is performed within the period specified by RIGIPS, then the option to select rescission of the Contract, price reduction, and replacement shall be immediately restored.

8. Third-Party Rights and Indemnification

SUPPLIER warrants that the Products and their intended use by RIGIPS (including modifications, resale, etc.) do not infringe any third-party rights (including any intellectual property rights). Should third parties assert any (alleged) claims against RIGIPS based upon a breach of their rights caused by Products delivered by SUPPLIER, SUPPLIER agrees to fully indemnify RIGIPS regardless of any fault on its part (including any court costs and reasonable attorneys' fees).

9. RIGIPS Tools

- 9.1 RIGIPS may provide, at no cost, tools or other items (jointly "Tools") to SUPPLIER for use in the manufacture of the Products. SUPPLIER shall have no claim to the Tools. The Tools shall remain the property of RIGIPS, and must be returned to RIGIPS upon demand at any time. SUPPLIER must mark the Tools as the property of RIGIPS, and must store them properly and separately from its own tools and inventory. SUPPLIER shall be responsible for maintaining the Tools.
- 9.2 SUPPLIER shall perform functional testing of the Tools on the delivery day, and promptly report any damage and/or malfunctions to RIGIPS by telephone, and thereafter confirm them in writing. Damage or malfunctions asserted at a later time shall be considered to have been caused by SUPPLIER.
- 9.3 The Tools shall be returned to RIGIPS in a complete, functional, and clean condition. SUPPLIER shall be liable in the event of loss or damage to the Tools, even if it is not responsible for such loss or damage.
- 9.4 SUPPLIER shall not have the right to use the Tools for purposes other than the manufacture of the Products or to pass them on to third parties without the prior written consent of RIGIPS.
- 9.5 In the event of an attachment or other compulsory enforcement measures, SUPPLIER must notify the enforcement authority of RIGIPS's ownership of the Tools, and must inform RIGIPS directly of the compulsory enforcement measures.

10. Data Protection and Confidentiality

- 10.1 RIGIPS processes personal data of SUPPLIER (including the identity and contact information of employees and contact persons at SUPPLIER) particularly for the following purposes:
 - processing and performance of the contractual services with SUPPLIER, managing the contractual relationship with SUPPLIER, including in connection with processing the remuneration to be paid to SUPPLIER as well as assertion of claims;

- maintaining business relationships with SUPPLIER;
 - improving and developing products, works, goods, and services.
- 10.2 RIGIPS may involve Saint-Gobain group companies and other third parties that are primarily located in Switzerland, the EU, and the EEA in the processing of personal data of SUPPLIER. In certain cases, however, RIGIPS may also disclose personal data of SUPPLIER to service providers and other recipients located outside of this territory or who process personal data outside this territory, generally in any other country in the world. Such countries may not have laws that protect personal data to the same extent as in Switzerland, the EU, or the EEA. If RIGIPS transfers personal data of SUPPLIER to such a state, RIGIPS will ensure the protection of personal data in an appropriate manner, for example, by concluding data transmission agreements.
- 10.3 Further information on how RIGIPS processes personal data and on the rights of data subjects can be found in the Privacy Policy, which can be accessed on the RIGIPS website (currently under <https://www.rigips.ch/datenschutz>).
- 10.4 SUPPLIER is under an obligation to maintain confidentiality regarding all non-public business or technical information relating to RIGIPS and products of RIGIPS (regardless of the form and type of disclosure, such as, for instance, all technical documents, drawings, plans, and other materials forwarded to SUPPLIER in electronic or physical form by RIGIPS in connection with this contractual relationship) that become known to SUPPLIER in the context of this contractual relationship. SUPPLIER shall obligate its vicarious agents accordingly.

11. Responsible Development

11.1. Responsible Purchasing

The Saint-Gobain group has signed up to the “United Nations Global Compact” and applies the OECD Guidelines for Multinational Enterprises and the fundamental principles and rights at work described in the ILO Declaration (International Labour Organization). In that context, RIGIPS established, inter alia, a responsible procurement policy which forms an integral part of the responsible development policy of the Saint-Gobain group and of RIGIPS.

The approach and expectations of the Saint-Gobain group towards its SUPPLIERS are set out in the “Supplier Charter” (hereinafter referred to as the “Charter”, available at <https://www.rigips.ch/aeb>).

In addition to this Charter, Saint-Gobain has put in place a professional warning system for SUPPLIERS, which enables them to report events or behaviour which do not comply with applicable laws and regulations, international rules, or the principles of the Charter. All notifications can be sent by e-mail to the following address: external.csr-alert@saint-gobain.com. As part of its “Responsible Purchasing” policy and in application of its vigilance plan, Saint-Gobain carries out a SUPPLIER analysis on the basis of a risk assessment before evaluating, where appropriate, the environmental, social, and ethical practices of its SUPPLIERS through a verification of documentation or on-site audits on the basis of international standards (hereinafter referred to as “Evaluations”). If these Evaluations reveal discrepancies between the standard reference framework used and SUPPLIER’s practices, Saint-Gobain shall, together with SUPPLIER, determine the corrective measures to be taken. Failure to comply with those measures may lead to the exclusion of SUPPLIER and the early termination of the Contract and any other contract concluded with Saint-Gobain group companies.

SUPPLIER confirms that it has read and complies with the Charter. SUPPLIER acknowledges that RIGIPS can carry out evaluations at SUPPLIER, and agrees to provide the necessary support in that regard.

11.2 Compliance with Obligations

SUPPLIER undertakes to comply with the obligations set out in this clause. In addition, SUPPLIER undertakes to require its own suppliers and subcontractors to comply with the same rules. Saint-Gobain is entitled to carry out audits in order to ensure compliance with these rules.

Depending on the situation, the term “Saint-Gobain”, as used in this clause, may refer to RIGIPS and/or to all companies and legal persons belonging to the Saint-Gobain group. The Saint-Gobain group consists of all companies and legal persons that are directly or indirectly owned and/or controlled by Compagnie de Saint-Gobain, 18 avenue d’Alsace, 92400 Courbevoie, France.

11.3 Fight against Corruption

SUPPLIER warrants that it has not granted or promised any undue advantage to Saint-Gobain, any person employed by Saint-Gobain or any third party in connection with the conclusion of the Contract.

SUPPLIER undertakes to comply with the Charter and the applicable anti-corruption laws and to require all its affiliates, officers, employees, representatives, subcontractors, and agents (“SUPPLIER’s Representatives”) to comply with the Charter. In particular, SUPPLIER and SUPPLIER’s Representatives shall not directly or indirectly promise, offer or grant any undue advantage to any public official or other person in order to induce such person to do anything or refrain from doing anything in breach of their legal or professional obligations.

SUPPLIER shall keep accurate accounts in accordance with the accounting principles generally accepted in its country, in which all financial flows arising from the Contract shall be correctly recorded, and shall notify Saint-Gobain of any request for a bribe or other act of corruption during the execution of the Contract, as soon as it becomes aware of such act.

11.4 Economic Sanctions

SUPPLIER undertakes to comply with all laws and regulations on economic sanctions applicable to the activities covered by the Contract. These may, in particular, be instruments adopted by the United Nations, the United States, or the European Union.

SUPPLIER undertakes, in all matters relating to the performance of the Contract, not to enter into any transactions with any person or legal entity with whom the United States or the European Union prohibits or restricts trading.

SUPPLIER also undertakes to notify Saint-Gobain without delay if any materials, Products, and/or components (including software or services) covered by the Contract are subject, in whole or in part, to a re-export restriction and/or originate in the United States or contain components manufactured in the United States. In such a case, SUPPLIER shall provide Saint-Gobain with all related (and reasonably necessary) information and documentation.

11.5 Suspension of Obligations

Each party to the Contract has the right to temporarily or permanently suspend the performance of its contractual obligations without incurring any liability to the other party if new economic sanctions and/or export provisions enter into force at any time which render the performance of the Contract either impossible or unlawful for that party.

11.6 Conservation of Biodiversity - Part 1 (Wood)

The Saint-Gobain group adopted the “Timber Purchasing Policy” (available at <https://www.rigips.ch/aeb>), which sets out the responsible conduct of Saint-Gobain group companies when buying and/or selling timber products in order to meet the challenges of sustainable development.

In this context, the Saint-Gobain group expects its suppliers to participate in this policy, in particular by favouring FSC or PEFC-certified wood supplies.

SUPPLIER agrees to submit the corresponding certificates to RIGIPS or, if the timber is not certified, to provide a declaration confirming the place of harvest and the timber species used. SUPPLIER further agrees to update these certificates and notify RIGIPS of all events that have or could have an impact on the aforementioned declaration.

11.7. Conservation of Biodiversity - Part 2 (Sand)

The Saint-Gobain group adopted the “Biodiversity Policy” (available at <https://www.rigips.ch/aeb>), which addresses the challenges of sustainable development. In this context, the Saint-Gobain group expects its suppliers to participate in this policy, in particular by submitting to RIGIPS a declaration certifying the geographical origin and classification of the extracted sands (soil/sea/river/desert).

SUPPLIER also undertakes to update its certificates and notify RIGIPS of all events that have or could have an impact on the aforementioned declaration.

In addition, SUPPLIER undertakes to apply responsible mining practices, such as the restoration of mining sites, the consideration of the local population and the protection of the environment.

11.8 Breach by SUPPLIER of its Obligations

11.8.1 Inspections and Audits

SUPPLIER authorises Saint-Gobain to carry out inspections and audits at any time in order to satisfy itself that SUPPLIER is fulfilling its obligations under clause 11 “Responsible Development”. In this context, SUPPLIER shall provide all documentation and data necessary for the preparation and conduct of the inspection or audit and shall grant access to the location of SUPPLIER or its affiliates.

The organisation and conduct of inspections or audits may involve the exchange and storage of personal, mainly work-related data.

11.8.2 Suspension of Contract

If RIGIPS has reason to believe that SUPPLIER has carried out the obligations referred to in clause 11 “Responsible Development”, RIGIPS shall notify SUPPLIER and may suspend performance of the Contract until SUPPLIER provides reasonable evidence that it has not committed or is about to commit an infringement. RIGIPS shall under no circumstances be liable for any damage or loss suffered by SUPPLIER as a result of the suspension of the Contract.

11.8.3 Termination of Contract

In the event of an actual breach by SUPPLIER or SUPPLIER's Representatives of the provisions of this clause 11 “Responsible Development”, RIGIPS shall have the right to terminate the Contract without further consideration and with immediate effect by registered letter, without paying any compensation and without prejudice to any damages or legal redress that RIGIPS may have under the law.

All general exclusions or limitations of liability that are contractually agreed elsewhere in these GTCP or elsewhere shall not apply to claims arising out of or in connection with SUPPLIER's breach of its obligations under clause 11 “Responsible Development”.

12. Miscellaneous

12.1 SUPPLIER may use third parties in the fulfilment of the Contract only with the prior consent of RIGIPS. In any case, SUPPLIER shall be liable for acts and omissions of third parties as if SUPPLIER itself had performed the act or omission in question.

12.2 SUPPLIER may only transfer rights and obligations arising from the Contract with RIGIPS to third parties, in whole or in part, with the prior consent of RIGIPS.

12.2 RIGIPS has the right to terminate the Contract with immediate effect (i) if insolvency proceedings are initiated against the assets of SUPPLIER, or (ii) if SUPPLIER commits material breaches of contractual provisions that are not remedied within 14 days despite a corresponding request from RIGIPS. In such cases, SUPPLIER shall have no claim to damages.

12.3 Should individual provisions of these GTCP be invalid or ineffective, this shall have no influence on the validity of the remaining provisions and these GTCP as a whole. In case of invalidity or unenforceability of a provision, it shall be replaced by a provision that most closely reflects the economic purpose of the invalid or unenforceable provision. The same shall apply if a gap becomes apparent.

13. Governing Law / Jurisdiction

13.1 The contractual relationship between SUPPLIER and RIGIPS shall be governed exclusively by Swiss substantive law, excluding its conflict of law rules. The application of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be precluded.

13.2 The exclusive venue for all claims by the contracting parties resulting from or related to the contractual relationship between SUPPLIER and RIGIPS, including noncontractual claims, shall be Mägenwil AG. Nevertheless, RIGIPS shall have the right to also file suit against SUPPLIER in SUPPLIER's domicile.

RIGIPS AG

Mägenwil, Oktober 2022