



General Terms and Conditions of Sale

Article 1. Definitions

- 1.1. "Seller" refers to Saint-Gobain Abrasives BV, a company incorporated under the laws of the Netherlands, with its registered office located at Groenloseweg 28, 7151 HW Eibergen, Netherlands, registered with the Netherlands Chamber of Commerce under number 38021207, engaged in the sale of goods and/or services.
- 1.2. "Buyer" refers to the company or legal entity purchasing the goods and/or services.
- 1.3. "Party" refers to either the Seller or the Buyer individually, while "Parties" refers to both the Seller and the Buyer collectively.
- 1.4. "Goods" refers to any product, item, material, or related technical documentation supplied by the Seller, including any manuals, guides, specifications, or other documentation necessary for their proper use, installation, maintenance, or operation. This definition also includes products manufactured or sold by the Seller under specific brand names, or any other brands specified in writing by the Seller.
- 1.5. "Services" refers to any services provided by the Seller, including but not limited to consultancy, installation, maintenance, technical support, engineering, performance analysis, audits, testing, reports, training, and any other related technical or advisory services, whether provided in person, remotely, or through digital tools.

Article 2. Applicability

- 2.1. These General Terms and Conditions of Sale ("General Conditions") shall apply to all sales of Goods and/or Services by the Seller to the Buyer. By placing an order, accepting an offer, or accepting delivery of the Goods and/or Services, the Buyer acknowledges having read, and accepted these General Conditions without reservation.
- 2.2. These General Conditions supersede any terms and conditions stipulated by the Buyer, unless explicitly agreed otherwise in writing.
- 2.3. In the event of any conflict or inconsistency between these General Conditions and any Specific Terms and Conditions of Sale of the Seller ("Specific Conditions"), the Specific Conditions shall prevail.
- 2.4. No deviation from these General Conditions shall be valid unless expressly agreed in writing by the Seller.
- 2.5. The Seller reserves the right to amend these General Conditions at any time. Any amendment shall be effective upon written notification to the Buyer and shall apply only to all offers, orders, and deliveries made after the date of notification.

Article 3. Offers and Orders

- 3.1. All offers made by the Seller are non-binding and subject to availability, unless expressly stated otherwise in writing. The Seller reserves the right to modify, withdraw, or cancel the offer, at any time prior to the Buyer's acceptance, without prior notice and without incurring any liability.
- 3.2. The offer made by the Seller is valid for a period of thirty (30) calendar days from the date of issuance, unless expressly stated otherwise in a written document issued by the Seller, including but not limited to the Seller's written quotation. The offer shall automatically expire if not accepted by the Buyer within the

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specified validity period, unless the Seller begins delivering the Goods and/or performing the Services after the offer expires, in which case the offer shall be binding.

- 3.3. Orders placed by the Buyer shall only be deemed accepted upon the Seller's written confirmation, unless the Seller has already started delivering the Goods and/or performing the Services, in which case such performance shall constitute acceptance of the order under the terms of the initial offer. Any modifications to the offer made by the Buyer shall be subject to the Seller's prior written approval.
- 3.4. The Seller reserves the right to refuse any order, in whole or in part, without providing justification. In the event of such refusal, any advance payments made by the Buyer will be refunded, without incurring any liability.
- 3.5. Orders placed by the Buyer may only be canceled with the prior written consent of the Seller. The Seller reserves the right to refuse any cancellation requests, particularly if the Goods have already been produced or shipped or if Services have already commenced. If the Seller agrees to a cancellation, the Buyer may be liable for any costs incurred up to that point, including but not limited to shipping, handling, and production costs.

Article 4. Prices and Payment Terms

- 4.1. The price of the Goods and/or Services shall be the price quoted by the Seller or, if no such quote exists, the price set forth in the Seller's latest price list at the time the order is placed. Prices are exclusive of taxes, levies, customs duties, shipping, and handling costs, unless otherwise specified in writing.
- 4.2. The Seller reserves the right to unilaterally revise the price of the Goods and/or Services due to cost increases, including but not limited to raw materials, energy, labour, transportation, taxes, tariffs, exchange rates or changes in government regulations. The Seller will notify the Buyer in writing of any price revisions, which will apply to all new or pending orders and deliveries from the date of notification, unless otherwise specified in writing.
- 4.3. Payment for the Goods and/or Services is due as specified on the Seller's invoice. If no payment term is specified, payment shall be made within thirty (30) calendar days from the invoice date.
- 4.4. The Buyer agrees to pay the full price in the currency specified on the invoice. If no currency is specified, payment shall be made in euros. Payments shall be made via bank transfer to the account designated by the Seller.
- 4.5. Late payments shall incur interest at the applicable statutory rate, accruing from the due date until full payment is made, unless otherwise specified in writing. The Buyer shall be responsible for any costs incurred by the Seller in recovering overdue payments, including, but not limited to, legal fees, administrative costs, collection agency fees, and any fluctuations in exchange rates, with a minimum charge of three hundred euros (€300).
- 4.6. The Seller reserves the right to suspend delivery of Goods and/or performance of Services if the Buyer fails to make timely payments, without incurring any liability for such suspension.
- 4.7. The Seller may, at its sole discretion, require payment in advance or impose credit limits for specific orders based on the Buyer's creditworthiness.
- 4.8. The Buyer shall notify the Seller in writing of any disputes regarding an invoice within seven (7) calendar days from the invoice date. Failure to raise a dispute within this period shall result in the invoice being



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deemed accepted, and payment shall be due as specified. Any disputed amounts shall be properly documented. The Parties agree to resolve the dispute in good faith and without undue delay.

Article 5. Delivery, Risk, and Title

- 5.1. Delivery of the Goods and/or Services shall be made in accordance with the Incoterms 2020 (or the most recent version published by the International Chamber of Commerce) specified by the Seller in the offer or order confirmation. The responsibility for transportation, risk, and costs shall be allocated as per the chosen Incoterm.
- 5.2. Delivery dates are estimates and are not guaranteed, unless otherwise expressly agreed in writing by the Parties. The Seller will make reasonable efforts to meet the delivery schedule but shall not be liable for any delays, unless caused by gross negligence or willful misconduct of the Seller.
- 5.3. The Seller reserves the right to make partial deliveries. Each partial delivery shall be deemed a separate transaction. The Buyer agrees to pay for each partial delivery in accordance with the payment terms specified for that delivery. A partial delivery shall not be deemed an acceptance of the full order.
- 5.4. The Seller reserves the right to deliver more than the quantity of Goods and/or Services specified in writing due to operational considerations, including but not limited to manufacturing, logistical, or packaging constraints. The Buyer agrees to accept and pay for such additional deliveries at the agreed price for the Goods and/or Services.
- 5.5. If the Buyer fails to take delivery or collect the Goods and/or Services within the agreed timeframe, the Buyer shall be liable for any additional costs incurred, including, but not limited to, storage fees, demurrage, and any other transport-related charges arising from the delay.
- 5.6. Title to the Goods and/or Services remains with the Seller until full payment for the Goods and/or Services and any applicable charges has been received. Until ownership is transferred, the Buyer shall hold the Goods and/or Services on behalf of the Seller as a bailee and shall store them separately from other goods and/or services in a manner that clearly identifies them as the Seller's property. The Buyer shall not remove, alter, or deface any labels, trademarks, or other markings placed by the Seller on the Goods and/or Services. The Buyer shall not pledge, encumber, sell, transfer, or otherwise dispose of the Goods and/or Services in any way without the prior written consent of the Seller.
- 5.7. The Seller reserves the right, at its sole discretion, to discontinue the production or supply of any Goods and/or Services. In such a case, the Seller will provide the Buyer with reasonable prior notice. The Seller may, at its sole discretion, offer substitute goods and/or services or issue a refund for any affected orders or deliveries, without incurring any liability for such discontinuation.

Article 6. Packaging

- 6.1. The Seller packages the Goods and/or Services in accordance with standard industry practices to ensure adequate protection during transit. Unless otherwise agreed in writing, packaging costs are included in the price. The Seller shall not be liable for any damage resulting from improper handling, storage, or unpacking by the Buyer or its agents.
- 6.2. If the Buyer requests special or non-standard packaging, any additional costs shall be borne by the Buyer. Such packaging shall be agreed upon in writing before delivery.

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- 6.3. Unless otherwise agreed in writing, the Buyer is responsible for properly disposing of packaging materials in compliance with applicable environmental laws and regulations. If the Seller agrees to accept returned packaging materials, any related costs shall be borne by the Buyer, unless expressly agreed otherwise in writing.

Article 7. Inspection and Acceptance

- 7.1. The Buyer shall inspect the Goods and/or Services immediately upon delivery. Any visible defects or non-conformities shall be notified to the Seller in writing within seven (7) calendar days from the delivery date. Any transport-related damages shall be recorded on the delivery note at the time of delivery and countersigned by the carrier. Failure to do so shall result in the forfeiture of the Buyer's right to claim for transport-related damages.
- 7.2. For defects or non-conformities not immediately visible upon delivery (hidden defects), the Buyer shall notify the Seller in writing within fourteen (14) calendar days from the date the defect or non-conformity is discovered, provided such notification is made within the applicable warranty period.
- 7.3. The Buyer must notify the Seller of any visible or hidden defects or non-conformities within the applicable timeframe and provide supporting documentation. The Buyer must also allow the Seller to inspect the Goods and/or Services upon request. If the Buyer fails to do so, the right to claim defects or non-conformities will be forfeited, and the Goods and/or Services will be deemed accepted by the Buyer.
- 7.4. Goods and/or Services shall not be returned without the prior written consent of the Seller. Return shipping costs shall be borne by the Buyer, unless the return is due to a defect or non-conformity properly reported under the terms of this article, in which case the Seller will cover these costs.
- 7.5. The Buyer acknowledges and accepts that the colour, design, weight, dimensions, and other characteristics of the Goods and/or Services may vary from those depicted in promotional materials, samples, or on the Seller's website due to factors such as lighting conditions, monitor settings, and natural material variations. Such variations shall not be considered defects or non-conformities and shall not constitute grounds for rejection or claims by the Buyer.

Article 8. Warranty and Liability

- 8.1. The Buyer represents and warrants the accuracy, completeness, and suitability of all documents and information provided to the Seller in connection with the Goods and/or Services, including but not limited to plans, drawings, specifications, and technical data. The Buyer agrees to indemnify, defend, and hold the Seller harmless from and against any claims arising from inaccuracies, errors, or omissions in such documents or information.
- 8.2. The Seller warrants that the Goods and/or Services delivered conform to the agreed specifications and are free from defects in material or workmanship for a period of twelve (12) months from the date of delivery, unless otherwise expressly agreed in writing. The Seller makes no representation or warranty as to the suitability of the Goods and/or Services for any specific application or purpose. The Buyer is solely responsible for assessing their suitability for the intended application, including their integration with other components or systems.
- 8.3. The Services are performed based on the Seller's knowledge and expertise at the time of performance. The Seller shall not be liable for any subsequent changes in regulations, technology, or industry practices occurring after the Services have been performed.



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- 8.4. The warranty provided by Seller does not cover defects or damages resulting from: (i) improper installation, storage, use, handling, or maintenance; (ii) unauthorized modifications, repairs, or alterations; (iii) normal wear and tear; (iv) negligence, accidents, or failure to follow the Seller's or manufacturer's care and usage instructions.
- 8.5. The Seller's liability under the applicable warranty period is strictly limited to the warranties provided by the manufacturer of the Goods and/or Services, whether the Seller itself or a third party. To the fullest extent permitted by law, all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, are expressly excluded.
- 8.6. If the Goods and/or Services are found to be defective within the applicable warranty period, the Seller's liability shall be strictly limited, at the Seller's sole discretion, to either (i) the repair or replacement of the defective Goods and/or Services; (ii) a refund of the purchase price paid for the defective Goods and/or Services; or (iii) a credit towards future purchases to be determined by the Seller. Repaired or replaced Goods and/or Services shall not be subject to a renewed or extended warranty period.
- 8.7. The Seller's total aggregate liability for any claim, regardless of its basis, shall be strictly limited to the amount paid by the Buyer for the Goods and/or Services giving rise to the claim, unless otherwise expressly agreed in writing. To the fullest extent permitted by law, the Buyer expressly waives any claims beyond this limit, whether directly or through its insurers.
- 8.8. The Seller shall not be liable for any indirect, incidental, punitive, consequential, or special damages, including but not limited to loss of profits, loss of business, loss of use, third-party claims arising from a defect or non-conformity in the Goods and/or Services, except in cases of willful misconduct or gross negligence.

Article 9. Force Majeure

- 9.1. The Seller shall not be held liable for any failure or delay in the performance of its obligations if such failure or delay is caused by a force majeure event. Force majeure events include, but are not limited to, natural disasters (e.g., earthquakes, floods, fires), war, terrorism, government regulations or restrictions, civil unrest, pandemics, epidemics, lockouts, labour or material shortages, disruptions in transport or supply chains, cyberattacks, or any other unforeseeable event beyond the reasonable control of the Seller that renders the performance of its obligations impossible.
- 9.2. The Seller shall promptly notify the Buyer in writing of any force majeure event, providing details of the event, its expected duration, and the impact on the Seller's ability to perform its obligations. The Seller's performance of its obligations shall be suspended for the duration of the force majeure event. During this period, the Seller shall make reasonable efforts to mitigate the effects of the force majeure event and resume the performance of its obligations as soon as reasonably possible.
- 9.3. If the force majeure event continues for more than thirty (30) consecutive calendar days, the Seller may terminate the performance of its obligations by providing written notice to the Buyer, without incurring any liability, except for liabilities that arose prior to the force majeure event.

Article 10. Intellectual Property

- 10.1. All intellectual property rights related to the Goods and/or Services, including but not limited to patents, trademarks (such as brand names and logos), copyrights, designs, trade secrets, as well as any reports, test results, analyses, or other deliverables produced therewith, shall remain the exclusive property of the



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Seller. The Buyer shall not acquire any rights, title, or interest in such intellectual property unless expressly granted by the Seller in writing.

- 10.2. The Buyer acknowledges that certain Goods and/or Services may incorporate intellectual property owned by third parties. The Buyer agrees to comply with the terms and conditions associated with such third-party intellectual property and shall indemnify the Seller from and against any claims arising from the Buyer's use of such third-party rights.
- 10.3. The Buyer shall not, without the Seller's prior written consent, reproduce, copy, modify, reverse-engineer, decompile, disassemble, alter, register, publish, distribute, sell, sublicense, transfer, use, or otherwise exploit any intellectual property associated with the Goods and/or Services, including any third-party intellectual property.
- 10.4. The Buyer shall take all reasonable measures to protect the Seller's intellectual property and promptly notify the Seller in writing of any actual or suspected infringement, or any unauthorized use or misuse of the Goods and/or Services, that comes to the Buyer's attention. The Buyer agrees to cooperate fully with the Seller in protecting and enforcing the Seller's intellectual property rights, including providing assistance in any legal actions or proceedings that the Seller may pursue in this regard.
- 10.5. The Buyer agrees to indemnify, defend, and hold the Seller harmless from and against any claims arising from the infringement or violation of the Seller's or third party intellectual property rights related to the Goods and/or Services.

Article 11. Confidentiality

- 11.1. Both Parties agree to maintain the confidentiality of all information disclosed by the other Party during the performance of their obligations, whether marked as confidential or not. This includes, but is not limited to, technical data, business plans, trade secrets, financial information, marketing strategies, and any other proprietary or sensitive information.
- 11.2. Unless otherwise agreed in writing, the confidentiality obligations shall remain in effect for a period of five (5) years after the termination or completion of the obligations of the Parties, unless a longer period is required by applicable law or regulation.
- 11.3. Neither Party shall disclose confidential information, except as required by law or governmental authority. In such cases, the disclosing Party shall promptly notify the other Party in writing and shall cooperate in seeking a protective order and in limiting the scope of disclosure to the minimum necessary.
- 11.4. Upon termination or completion of their obligations, each Party shall return or destroy all confidential information belonging to the other Party and, upon request, certify in writing that such actions have been completed.

Article 12. Data Protection

- 12.1. Both Parties agree to comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) (EU 2016/679). Each Party shall process personal data solely for the purpose of fulfilling its obligations and shall not disclose it to any third party without the prior written consent of the other Party, unless required by law.
- 12.2. Each Party shall implement appropriate technical and organizational measures to protect personal data from unauthorized access, disclosure, alteration or destruction. In the event of a data breach or unauthorized

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access, each Party shall promptly notify the other Party and cooperate fully in investigating and mitigating the breach. The Parties shall assist each other in responding to data subject requests for access, correction, deletion, or restriction of personal data.

- 12.3. The Buyer may engage sub-processors to process personal data, provided that such subprocessors are bound by written agreements imposing data protection obligations equivalent to those set out in this article. The Buyer shall notify the Seller in advance of any intended use of sub-processors and, upon request, provide a list of current sub-processors. The Buyer remains fully responsible for ensuring that any sub-processor complies with the applicable data protection laws and for any actions or omissions of the sub-processor.
- 12.4. If personal data is transferred outside of the European Economic Area (EEA) or to any jurisdiction that does not ensure an adequate level of data protection, the transfer shall be carried out in compliance with applicable data protection laws. Both Parties agree to implement appropriate safeguards such as standard contractual clauses or other mechanisms approved by the relevant authorities for international data transfers.
- 12.5. Upon completion or termination of its obligations, each Party shall return or securely delete all personal data received from the other Party and, upon request, certify in writing that such actions have been completed.

Article 13. Ethics and Compliance

- 13.1. The Buyer agrees, both on its behalf and on behalf of any third parties involved in the performance of its obligations, to comply with all applicable laws and regulations, including, but not limited to, those relating to employee rights, health and safety at work, environmental protection, financial integrity, anti-money laundering, anti-corruption, competition law, economic sanctions, trade embargoes, and export controls as imposed by the United Nations, the European Union, the United States, and any other relevant jurisdiction.
- 13.2. The Buyer acknowledges that certain Goods and/or Services may be subject to specific regulatory controls, including, but not limited to, those related to hazardous substances, chemicals, and other regulated goods and/or services. The Buyer agrees to comply with all applicable regulations regarding the handling, storage, transportation, use, and disposal of such Goods and/or Services, and to obtain and maintain any necessary permits, licenses, and authorizations.
- 13.3. The Buyer agrees not to use the Goods and/or Services for any unlawful or prohibited activities, as well as for military purposes or in connection with chemical, biological, or nuclear weapons.
- 13.4. The Buyer shall implement all appropriate measures to ensure compliance with the obligations set forth in this article and shall, upon request, provide the Seller with relevant documentation and information regarding such measures.
- 13.5. The Buyer acknowledges that it has been informed of the Seller's ethical code, as outlined in the Principles of Conduct and Action, available at <https://www.saint-gobain.com/en/corporate-responsibility/our-pillars/business-ethics>, and represents that it will apply equivalent standards. The Buyer further acknowledges that it has been made aware of the Seller's alert system, which can be accessed via the following link: <https://www.bkms-system.com/saint-gobain>.
- 13.6. The Seller reserves the right to refuse, suspend, or terminate any order or delivery, without liability, if the performance becomes illegal or impossible due to a change in applicable law, regulation, sanction, end-use restriction, or export control, or if any breach of this Article is identified. Such actions shall be without prejudice to any other remedies available to the Seller under applicable law.



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Article 14. Termination

- 14.1. The Seller may terminate the performance of its obligations if the Buyer breaches its obligations and fails to remedy such breach within thirty (30) calendar days after receiving written notice. If the breach cannot be remedied, the Seller may terminate the performance immediately by providing written notice to the Buyer. The Seller may also suspend or terminate the performance of its obligations without prior notice if the Buyer becomes insolvent, files for bankruptcy, or is subject to insolvency proceedings.
- 14.2. Upon termination, and without prejudice to any other rights or remedies the Seller may have, the Buyer shall immediately pay all outstanding amounts for Goods and/or Services delivered up to the termination date and shall indemnify the Seller from and against all claims arising from the termination.
- 14.3. If the Buyer fails to pay for the Goods and/or Services, the Seller reserves the right to resell or dispose of the Goods at the Buyer's expense, without prejudice to any other rights or remedies available to the Seller.

Article 15. Governing Law and Dispute Resolution

- 15.1. These General Conditions shall be governed and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 15.2. Any dispute arising out of or in connection with these General Conditions shall first be attempted to be resolved through good-faith negotiations between the Parties. If the dispute cannot be resolved through such negotiations, it shall be finally settled by the competent court located in the jurisdiction where the Seller has its registered office, unless otherwise agreed upon in writing by the Parties.

Article 16. Entire Agreement

- 16.1. These General Conditions constitute the entire agreement between the Parties and supersede any prior agreements, representations, understandings, or communications, whether written or oral, between them.

Article 17. Severability

- 17.1. If any provision of these General Conditions is held to be invalid, illegal, or unenforceable by a competent court or authority, the remaining provisions shall continue in full force and effect.
- 17.2. The invalid provision shall be amended or replaced with a valid provision that most closely reflects the original intent of the Parties.

Article 18. Waiver of Rights

- 18.1. The failure or delay by the Seller in exercising any of its rights under these General Conditions shall not be deemed a waiver of such rights, nor shall it prevent the Seller from exercising or enforcing them at any time thereafter. Any waiver by the Seller of any of its rights shall be made expressly in writing.

Article 19. Assignment

- 19.1. The Buyer shall not assign or transfer any of its rights or obligations under these General Conditions, whether in whole or in part, without the prior written consent of the Seller. Any unauthorized assignment or transfer shall be deemed null and void.



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19.2. The Seller may assign or transfer its rights and obligations, upon written notification to the Buyer.

Article 20. Subcontracting

20.1. The Buyer shall not subcontract any of its obligations under this Agreement without the prior written consent of the Seller. Any subcontracting arrangement shall not relieve the Buyer of its responsibility to fulfil its obligations.

20.2.

20.3. The Seller may subcontract any of its obligations under these General Conditions to third parties, upon written notification to the Buyer.

Article 21. No Partnership or Agency

21.1. Nothing in these General Conditions shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or obligate the other Party without express written consent.

Article 22. Notices

22.1. All notices and communications required or permitted under these General Conditions shall be in writing and delivered in person, by certified mail, or via email with confirmation of receipt, to the addresses specified by the Parties.

Article 23. Governing Language

23.1. These General Conditions are drafted in English. In the event of any discrepancies between the English version and any translation, the Dutch version shall prevail.