



Your Dreams, Our Challenge

General Purchasing Conditions of AGC EUROPE S.A. (“AGC”) and its affiliated companies established in Europe or Morocco (in force as from 26.10.2023)

1. APPLICATION SCOPE

The present General Purchasing Conditions apply to the supply of any service or product (“the Contract”) concluded between the Buyer and its affiliates on the one hand (hereinafter referred to as “the Buyer”) and the Supplier on the other hand, and to any order, delivery request or services order (“the Order”) made by the Buyer to the Supplier for the purpose of delivery of products or provision of services (“the Supply”) by the Supplier for the benefit of the Buyer, unless otherwise specified in the specifications and special conditions mentioned in the Contract or Order and/or in the stipulations contained in the appendices attached by the Buyer. These general conditions form an integral part of the Contract or Order of which they constitute essential and decisive elements, and exclude all other conditions to which the Supplier might intend to subject its relationship with the Buyer, unless agreed to the contrary beforehand, expressly and in writing. The nullity or ineffectiveness of one or more of these conditions shall not affect the validity of the Contract or Order. Any invalid, unenforceable or unworkable provision shall be replaced by a provision coming closest to what had been intended by the Parties in setting out the invalid, unenforceable or unworkable provision, or would have been intended by the Parties had they considered the point. Any omission shall be filled accordingly.

2. CONTRACTS, ORDERS AND THEIR ACCEPTANCE

Save for exceptional circumstances (for example: an order made by telephone for reasons of urgency), the Contracts and Orders emanating from the Buyer shall be exclusively addressed to the Supplier in writing and on paper or electronic medium identifying the establishment from which they emanate. These Contracts and Orders, together with the documents appended thereto, commit the Buyer only if they are issued by persons authorized to do so. The same applies to any modification made to a Contract or to an Order originating therefrom. The Supplier is invited to return a copy of each Contract or Order, duly dated and signed under the words “pour accord” (“So agreed”) by a person authorized to do so, within eight (8) business days of its communication by the Buyer. Secured electronic signatures shall have the same validity as handwritten ones.

The Contract or Order shall only finally commit the Buyer on receipt, within the period indicated above, of its acceptance in writing and without reservation or modification by the Supplier.

Failing receipt of the documents within the said period, Buyer shall have the right to consider either not to be bound by the Contract or Order, or having received acceptance of the Contract or Order by the Supplier without any reserves and consequently may require performance of the Contract or Order by him.

3. OBLIGATION TO INFORM THE BUYER

Before his acceptance of the Contract or Order, the Supplier shall provide the Buyer with complete and accurate details of his Supply. In particular, he must give precise details regarding technical properties, safety and other matters, as well as any insufficiencies and must communicate from the beginning possible issues regarding the specifications required by the Buyer, bearing in mind the usage for which the Buyer will use the said Supply, and on the subject of which he will have to ask the Buyer for the appropriate information beforehand, if necessary. This obligation persists throughout the performance of the Contract or Order, as it does after delivery. The Supplier shall

also be obliged to answer any question concerning the Supply submitted to him by the Buyer, to advise the latter without delay of any modification or new information relating to the properties, usage or insufficiencies of the Supply, list of ingredients and materials incorporated in the goods and changes in or additions to warning and notices of any dangerous goods or hazardous material, handling instructions, as well as any need for exceptional transport for the purpose of complying with the delivery deadlines agreed, and to authorize any inspection (including inspection at Supplier's premises and/or books and records, under reasonable conditions) such as to enable the Buyer to be assured of the proper performance of the Supply and of the scrupulous compliance with the specifications, conditions and stipulations of the Contract or Order.

4. DELIVERY, SCHEDULES, SHIPPING AND PACKAGING

Supplier has the obligation to supply Buyer with goods and services in accordance with the schedules and supply chain requirements of Buyer (as amended or updated and incorporated in the Contract or Order), irrespective of any services or preparatory work to be done by Supplier before delivery, including but not limited to engineering, design and development activities, and will comply, in all respects, with Buyer's delivery (including in quantities) and logistics requirements, as amended or updated and as incorporated in the Contract.

Buyer may provide non-binding forecasts and estimations as to the quantities to be delivered over a certain period. Forecasts of quantities both before and during the execution of the contract are strictly indicative. They do not entail any other obligation for the Buyer than preparing them in good faith, in order to facilitate the Supplier's production. Any discrepancy between forecasted and firmly ordered quantities may not lead to any form of compensation from the Buyer to the Supplier.

In case of delay in delivery due to Supplier, Buyer shall be duly informed by Supplier and reserve the right to cancel the Order in whole or in part, without prejudice to claim full compensation for any damage, direct or indirect, ensuing from the delay, or shall keep the Order, in which case Supplier shall be liable for any possible extra-costs and, as the case may be, full compensation of the Buyer.

Buyer will not be required to make payment for goods that are delivered in excess of quantities specified in Buyer's delivery schedules. Buyer may return the goods in excess to the Supplier at Supplier's costs.

Supplier is responsible for proper shipment, preparation and packing, accurate documents for imports and exports and certificates of conformity. Unless otherwise provided in the Contract and subject to chosen Incoterms as per clause 5, any charges or costs relating to handling, packaging, storage or transportation of goods are borne by Supplier and have been included in the price of the goods.

5. RISKS AND TITLE

Risk and title to the goods will be transferred to Buyer at the delivery and according to the chosen Incoterms (latest version), free and clear of any liens, claims, encumbrances or other rights.

In the absence of Incoterms or provisions to the contrary appearing in the specifications and special conditions of the Contract or Order and/or the stipulations contained in its appendices, the transfer of ownership and risks to the Buyer shall only come into effect at the time of the satisfactory delivery of the Supply at the designated location and, as the case may be, after it has been unloaded, even when the charges for transport and/or insurance are borne by the Buyer. Any reference to the Incoterms that might appear in the specifications and special conditions and/or the stipulations contained in its appendices, refers to the Incoterms of the International Chamber of Commerce in force on the date of the Contract or Order.

6. CHANGES

By written notice to the other party, either party may propose changes or propose the other party to make changes to drawings and specifications of the goods or to change the scope of the

performance of the Contract or Order. In such a case, Buyer and Supplier will promptly discuss, reasonably and in good faith, any possible price adjustments (up or down) to be made in connection with these changes.

The price resulting from such changes shall only be set by mutual written agreement and shall be effective as from the date the changes are effectively implemented.

7. SUBCONTRACTING

The Supplier may not subcontract any of its obligations under the Contract without the prior written consent of Buyer and under the condition that the subcontractor's performance satisfies all applicable requirements under the Contract or Order. Buyer's consent will not release Supplier from its obligations pursuant the Contract.

8. FORCE MAJEURE – NO HARDSHIP

Any unforeseeable and irresistible event occurring after the conclusion of the Contract or Order being beyond the reasonable control of a party and without any fault on the part of that party, which renders the performance of the Contract impossible for that party, is an event of force majeure, including but not limited to, among others, actions by governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage, pandemics, terrorism, raw material shortage, equipment breakdown and failures. In such a case, the Buyer and the Supplier are released from their obligations. The affected party may only invoke these circumstances if it has immediately notified the other party thereof and has confirmed such notification to the other party within eight (8) working days by registered letter. The affected party must take all reasonable measures to mitigate the damage and limit the impact of the force majeure event for the other party.

Buyer and Supplier will jointly try to find a suitable solution to adopt in such case. Should the resume of the performance under the Contract or Order not be possible for the parties within thirty (30) days after the force majeure event occurred, each party may immediately terminate the Contract or Order without any liability to or compensation for the other party.

If the applicable law as defined in Article 18 recognizes the right of a Party to invoke hardship to exonerate performance of the Contract or Order, to the extent permitted by law, Parties opt to exclude this right.

9. CONFORMITY, QUALITY AND GUARANTEES

As a full competent expert in its field, the Supplier represents and warrants (and will cause its subcontractors and suppliers to warrant) that the delivery of a Supply shall be free of any defect generally of any kind, fit for the intended use and that it shall strictly comply with the specifications and special conditions of the Contract or Order and/or with the stipulations contained in its appendices, bearing in mind particularly the usage to which the Buyer will put the Supply, as well as to the legal, regulatory or usage standards that apply, taking account particularly of the nature of the Supply (e.g., the laws and regulations applicable to matters of hygiene and safety, respect for the environment, management of waste products, intellectual and/or industrial property, etc.).

In no case shall receipt of a Supply imply acceptance and/or approval thereof, the Buyer reserving the right in particular to check at any time their conformity and content, and to submit it to any test required. Any supply that is late, defective, does not conform or is incomplete may be refused by the Buyer at any time. A Supply which is refused shall immediately be sent back to the Supplier, or be kept in the Buyer's premises for a maximum of 15 days, until the Supplier collects it on pain of it being sent back to the Supplier, entirely at the discretion of the Buyer and at the risk and expense of the Supplier.

The Supplier furthermore guarantees that the Supplies and their use do not infringe any third-party intellectual property right or exclusive right of use.

In the event of non-compliance by the Supplier with all or part of these obligations with regard to delivery, conformity or warranty, the Buyer shall have the right, without any notice of default or prior procedure whatsoever, to cancel the Contract or to revoke the Order, whether entirely or only that part which was not executed, badly executed and/or remaining to be executed. The Buyer shall, moreover, have the right either to contract or place the order with a third party, the Supplier being responsible for reimbursing the Buyer for any additional cost, or to demand replacement of the Supply by the Supplier as soon as possible, without extra cost or surcharge for the Buyer, all without prejudice to any indemnity to compensate for the damage suffered.

No clause of any kind whatsoever exonerating or limiting the obligations of delivery, conformity or warranty incumbent upon the Supplier, nor any ceiling or fixed amount of indemnity shall be imposed upon the Buyer. Any penalty that might be stated by the Buyer in the specifications and special conditions of the Contract or Order and/or in the stipulations contained in its appendices would in this respect have only a minimal indemnity value, unless expressly provided otherwise.

10. PRICES, CHARGES, CUSTOMS CLEARANCE

The prices indicated in the Contract or Order are firm, definitive and shall not be revised, and include, unless expressly provided otherwise in the specifications and special conditions and/or the stipulations contained in its appendices, all charges (transport, packaging, insurance, administration, etc.) and taxes (except VAT). Any charges or taxes not specified shall not be accepted by the Buyer and shall remain the exclusive responsibility of the Supplier. The same shall apply to charges for any exceptional transport incurred by the Supplier for the purpose of complying with the delivery deadlines agreed, even though the need for such transport may have been indicated to the Buyer in accordance with point 3 of the present General Conditions.

Customs duties shall be paid by the Supplier, but in the name of the Buyer.

11. INVOICES AND PAYMENTS

Under no circumstances shall an invoice be issued for a Supply prior to its delivery, though it must follow thereupon immediately. The Supplier shall send the invoice referring thereto in PDF format to the email address indicated by the Buyer in the specifications and special conditions, and to state therein the references to the Contract or Order number to which it applies, clear information to identify both parties (full legal name, address and VAT registration number of the concerned AGC legal entity (the Buyer) and of the Supplier), the date of issuance, a unique sequential document number, line number, references of the item being delivered, unit price, volume, quantity, dimensions or weight delivered, location and date of delivery, any advance payments made, VAT and other charges or taxes agreed) on the one hand, and on the other hand the delivery slip referring thereto, as well as all other legally required mentions. In exceptional cases where no written Order is available (eg. purchase order made by telephone for reasons of urgency), the invoice should as well contain the name of the AGC requestor and the date of such request. Any contractual document issued by the Supplier shall specify clearly the document type (invoice, credit note or pro forma, and the reference to the original invoice number if applicable) as well as Supplier email address information in case of queries regarding the invoice/credit note or pro forma. Failing the aforementioned requirements, the Supplier runs the risk of having the concerned invoice returned or receiving late payment and, as the case may be, without compensation or interest of any kind.

Invoices will be paid within (60) sixty days following receipt of invoice, without prejudice however to any delay as mentioned above or to the possibility for the Buyer to invoke any exception that would exempt him from all or part of his obligation to pay, or that would entitle him to suspend payment, it being understood that in case of bankruptcy, composition or liquidation – whether by court order or amicably – of the Supplier, the Buyer will only have to pay the outstanding balance due after the final closure of all existing accounts between them.

Buyer reserves the right to deduct from any sums due and payable to the Supplier any amount due by the Supplier to the Buyer.

Payment is made by Buyer without prejudice of any claims or rights it may have against Supplier and shall not constitute any admission by Buyer as to the proper performance by the Supplier of its obligations.

Both parties agree that, in case of withholding tax applicable on payments by Buyer to Supplier, such withholding tax shall be borne by Supplier.

12. INSURANCE

Supplier will keep in good condition and replace when necessary all machinery, equipment and tools necessary for the production of the goods. Supplier shall insure its property with coverage for all losses for its replacement value.

Supplier shall maintain insurance coverage for its property, its public liability and its product liability with reputed insurance carriers, in an amount in accordance with applicable industry standards. Upon Buyer's request, Supplier will provide Buyer with a certificate showing compliance with the insurance requirements.

13. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND COMPLIANCE

For the Purpose of this clause, "IPR" shall mean any intangible property including industrial property, software, technical and commercial know-how, processes, literary, artistic and scientific works, publications, performances, recordings and broadcasts, inventions, discoveries, designs, industrial designs, design rights, research trials, research trials' results, studies, merchandising material and offers, artworks, patents, models, formula, trademarks, service marks, trade names, domain names, logos, designations, Copyrights, source codes and database rights (in each case whether registered or unregistered – or otherwise protected).

If the Supplier, as a result of performance under the Contract or Order, creates, conceives or develops IPR, any such IPR will be owned solely by the Buyer and be deemed confidential and proprietary property of the Buyer. The Supplier shall immediately disclose it to the Buyer and shall cooperate with the Buyer in order to irrevocably transfer all the related rights, interest and title to him.

The Supplier shall grant to the Buyer a non-exclusive, irrevocable, royalty-free, sublicensable, fully paid up, worldwide license under all applicable IPR owned or controlled by the Supplier in relation with the products or services to be delivered under the Contract or Order. The license will be effective from the first day of delivery of the goods and extend for so long as Buyer produces, maintains or repairs products incorporating the Supplier's goods and in any event for the duration of any of Buyer's own contractual commitments to its customers. Buyer shall use this license only to the extent necessary for the compliance of its contract with its own customers.

Buyer will grant to the Supplier a limited license to use any information or technology in which the Buyer has IPR solely to the extent necessary for the Supplier to perform its obligations under the Contract or Order. The Supplier agrees that it will not engage in reverse engineering, disassembly or decompilation of the received information or technology under license.

The Supplier undertakes not to reveal to anyone, save for the proper execution of the Supply or for reasons of disclosure required by laws, courts or authority's orders), any information (including trade secrets) he might have received or gathered from the Buyer on the occasion of the Contract or Order. The technical specifications, plans, drawings and any other documents (technical or other), as well as parts, models and tools entrusted by the Buyer to the Supplier or produced by the Supplier for the Buyer within the framework of the Contract or Order, are strictly confidential, are for use strictly limited to the Contract or Order, remain the exclusive property of the Buyer, may under no circumstances be re-copied or reproduced, nor be transmitted or communicated to third parties without the express, prior and written permission of the Buyer; they must be used and preserved by the Supplier with the utmost diligence and must be returned to the Buyer at the time of delivery of the Supply or at the time of termination at the latest.

The Supplier undertakes to inform the Buyer without delay of any violation of intellectual and/or industrial property rights and/or the interests of the Buyer, to assist and defend him to the extent legally permitted, and to hold harmless and indemnify if need be.

Supplier and its subcontractors or any associated third parties shall also comply with all applicable anti-corruption laws, all export control and sanctions laws, Buyer's code of conduct in its current version as stated on <https://www.agc-glass.eu/en/suppliers-partners#documents> and any applicable laws against forced labor, modern slavery and children's work.

If the Supplier fails to adhere to the preceding provisions scrupulously, and/or to ensure that any person he might engage for the performance of the Supply also adheres scrupulously thereto, all the Contracts and/or all the Orders in progress may immediately be cancelled by the Buyer without any compensation, notice of default or prior procedure of any kind, and this without prejudice to any damages and interest that the Buyer might be entitled to claim.

14. TERMINATION

Buyer has the right to terminate at any time and for reasons of convenience the Contract or Order upon a three (3) month prior written notice sent to the Supplier and without any compensation due to him for this termination.

Orders already completed but not yet paid will be paid by the Buyer to the Supplier in case of termination initiated by the Buyer for other reasons than Supplier default, as well as reasonable actual costs of work-in-process and raw materials incurred by Supplier in furnishing the goods or services under these Orders.

Either Party has the right to terminate the Contract or Order, without advance notice or penalty, by registered mail sent to the other Party in case of bankruptcy, liquidation, insolvency or similar proceeding, and in case of suspension or withdrawal of any permit or authorization required for the performance of the Contract or Order.

Supplier having the duty to always offer in all situations the best market prices, the Buyer is entitled to perform every one year a benchmark study in order to challenge the competitiveness of the Supplier's prices. If the Supplier's prices are deemed not to be competitive anymore, the parties shall renegotiate in good faith the terms and conditions of the Contract or Order but if they fail to reach an agreement in that regard, Buyer shall discontinue to order Supplies and is entitled to terminate the Contract with 30 days prior written notice and without any compensation for the Supplier.

In the event of a breach of its contractual obligations by either party (including but not limited to non-compliance event), the other party is entitled to terminate the Contract or Order by letter after notice of default remaining uncured for fifteen (15) days, and to claim damages for the losses suffered by this breach.

15. DATA PROTECTION

The Parties shall comply with their respective obligations under Applicable Data Protection Laws (i.e. the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), and any corresponding or equivalent national laws or regulations, any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any regulatory authority).

Parties further acknowledge that in relation to the data processing as required for the execution of the contract, they each act as a data controller within the meaning of Applicable Data Protection Laws and, as such, they are each responsible for their processing activities hereunder.

In the event that any of the services involve the processing of personal data by the Supplier on behalf of and upon the instructions of the Buyer, the Supplier shall act as data processor and the Buyer as data controller and a data processing agreement shall be concluded in compliance with Applicable Data Protection Laws.

Both parties shall ensure at any time the confidentiality, integrity and availability of the personal data as well as the security of the processing of such data through the implementation of appropriate technical and organizational measures taking into account the nature, scope, context and purposes of the processing and the risk for the rights and freedom of the data subject.

The parties represent and warrant that the personal data they will disclose to each other in the scope of the Contract or Order have been collected and processed in accordance with the GDPR.

Both parties shall assist each other if a data subject is willing to exercise a right granted to him/her by the GDPR (right to access, right of rectification, right to object, right to erasure, right to restriction of processing, right to data portability).

The parties shall make available all information necessary to demonstrate compliance with the obligations laid down in the GDPR to each other and shall notify each other any serious breach of personal data with a maximum of 48 hours after becoming aware of it and provide each other any useful document unless the personal data breach is unlikely to result in a risk to the rights and freedom of natural persons (in particular with the aim of possible notification of the personal data breach to the supervisory authority).

16. ASSIGNMENT – GROUP CLAUSE

The Supplier may neither assign the Contract or Order nor any interest or obligation thereof, in whole or in part, to any third party without the prior written consent of Buyer, who shall not withhold it without good reason.

Any Buyer Affiliate may place orders with application of these terms and conditions. For the purpose of this clause, “Buyer Affiliate” shall mean any entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with Buyer. As used herein, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

17. NATURE OF THE RELATIONSHIP OF PARTIES

Buyer and Supplier are independent contracting parties and will remain as such through the Contract or Order.

No exclusivity is granted to Supplier by the Buyer and Buyer is allowed to purchase goods and services from any other supplier without prior agreement of Supplier or notice to.

18. APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

The Contract or Order is exclusively subject to the law of the country where the Buyer has its registered seat, even if one of the parties is of foreign nationality and/or if the Supply has to be or has been executed, entirely or in part, in another country. Any dispute arising with regard to the validity, execution or interpretation of the Contract or Order shall come under the exclusive jurisdiction of the courts in the locality of the Buyer’s registered seat. The applicability of the United Nations Convention for the international Sale of Goods (CISG) signed in Vienna on April 11th, 1980 is excluded. The Buyer reserves the right, however, to lay the dispute before the courts in the area of the operating center where the Supply was delivered or the domicile of the Supplier.