



# GENERAL TERMS AND CONDITIONS OF PURCHASE of Saint-Gobain Construction Products CZ a.s.

Effective as of May 1, 2026

## I. Definitions

1. For the purposes of these General Terms and Conditions of Purchase, the following terms have the meanings set forth below:

<b>Work</b>	means the result of the Supplier's work created to order for the Customer in accordance with the Customer's requirements, which is of a tangible or intangible nature;
<b>Supplier</b>	is a natural or legal person with whom the Customer enters into a Supply Contract, and who, on the basis of the Supply Contract and in accordance with it and these GTC, undertakes to supply Goods to the Customer, provide a Service, or perform a Work for the Customer;
<b>Supply Contract</b>	means any contract concluded between the Customer and the Supplier, the subject matter of which is the delivery of Goods, the provision of Services, or the performance of Work, regardless of its legal form or designation. These GTC are an integral part of the Supply Contract unless the contracting parties expressly agree otherwise;
<b>Customer</b>	is Saint-Gobain Construction Products CZ a.s., with its registered office at Smrčkova 2485/4, 180 00 Prague 8, ID No.: 250 29 673, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 9601;
<b>Civil Code</b>	means Act No. 89/2012 Coll., the Civil Code, as amended;
<b>Performance</b>	means the delivery of Goods and/or the performance of the Work and/or the provision of Services;
<b>Services</b>	means any activity, performance, or other form of performance provided by the Supplier to the Customer under the Supply Contract that does not consist of the delivery of Goods or the performance of the Work, in particular consulting, technical, administrative, IT, or other professional services;
<b>GTC</b>	means these General Terms and Conditions of Purchase of Saint-Gobain Construction Products CZ a.s.;
<b>Force Majeure</b>	means an extraordinary, unforeseeable, and unavoidable event that occurred independently of the will of a contracting party and that prevents the partial or complete fulfillment of its contractual obligations. Force majeure events include, in particular, natural disasters, war, armed conflict, terrorist attacks, epidemics, decisions by public authorities, strikes and lockouts, quarantine restrictions, embargoes, etc.;
<b>Goods</b>	are any movable items or parts thereof that are the subject of delivery under the Supply Contract, including accessories, documentation, user manuals, certificates, warranties, and other related materials to be delivered together with the Goods.

## II. Introduction

1. These GTC are an integral part of all Supply Agreements concluded between the Customer and the Supplier.
2. The GTC are terms and conditions within the meaning of Section 1751(1) of the Civil Code.
3. Express agreements between the contracting parties in the Supply Contract that deviate from these GTC shall take precedence over the provisions of these GTC.

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### III. General Provisions

1. Under the Supply Agreement:
  - (a) The Supplier undertakes to deliver to the Customer Goods specified individually or in terms of quantity and type and to enable the Customer to acquire ownership of the Goods, and the Customer undertakes to pay the Supplier the purchase price for the Goods; and/or
  - (b) The Supplier undertakes to provide the Customer with Services, and the Customer undertakes to pay the Supplier the price for the provision of the Services; and/or
  - (c) The Supplier undertakes to perform the Work for the Customer at its own expense and risk, and the Customer undertakes to accept the Work and pay the price for the Work.
2. The Contract for Work must be in writing, although the relevant expressions of intent need not be made in the same document.
3. The Supplier shall confirm the Customer's written order in writing no later than 2 business days after its receipt. An individual Supply Agreement shall come into effect if the Supplier confirms the Customer's order in writing within the timeframe agreed upon by the parties. The contracting parties have expressly agreed to exclude the application of Section 1740(3) of the Civil Code and Section 1751(2) of the Civil Code, which provide that a contract is concluded even if there is no complete agreement of the manifestation of will between the parties.
4. Timely acceptance of an offer takes effect at the moment the proposer receives consent to the offer's content. Late acceptance of an offer shall have the effect of timely acceptance only if the proposer notifies the person to whom the offer was made without delay, using electronic means of communication.
5. The concluded Supply Contract is the sole and complete document between the contracting parties regarding the same matter. All prior agreements between the contracting parties regarding the same matter, whether written or oral, are superseded by the conclusion of the Supply Contract and are replaced in their entirety by the content of the Supply Contract.
6. The subject matter of the Supply Contract is solely the Performance expressly specified and designated in the Supply Contract.
7. The Supplier is responsible for ensuring that the Performance is not encumbered by any third-party rights that would in any way restrict or prevent its acquisition by the Customer and its use.
8. Individual items of the Performance are always identified, particularly in the order, the Supply Contract, the delivery note, and the invoice, by, among other things, the Customer's internal designation; in the case of Goods, by their so-called stock item number; and in the case of the Work being performed in stages, by the designation of the individual stages of performance.
9. In addition to the determination of the price and the specification of the Performance, the delivery period or performance deadline is also an essential element of the Supply Contract.

### IV. Prices

1. The price of the Performance is agreed upon by the parties in the Supply Contract.
2. The price of the Goods is understood to be on a DAP (Delivered At Place) basis according to INCOTERMS 2020, unless otherwise agreed in advance by both parties.
3. If the proper performance of the Supply Contract by the Supplier also requires the installation of the delivered Goods or a part thereof, the installation of the Goods is included in the price.
4. The price may also be agreed upon, typically for recurring deliveries, in the form of a mutually agreed-upon price list. In such a case, the order, its confirmation, and/or the Supply Agreement must include a reference to the specifically designated price list, which shall form an integral part of the Supply Agreement. Changes to the price list are possible only by mutual agreement of the parties.

### V. Payment Terms

1. The Customer undertakes to pay the price based on the Supplier's invoice.
2. The Supplier's right to issue an invoice for the price of the Performance arises upon proper fulfillment of the delivery, i.e., delivery of all Goods, completion of the Work, or provision of Services to the extent and under the conditions set forth in the Supply Agreement.
3. The Supplier is obligated to send the invoice to the Customer without undue delay after the Supplier's right to issue the invoice arises, by sending it to the address specified in the order or the Supply Contract in PDF format.

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4. The invoice must contain the required elements of a tax document and a commercial document. Among other things, the invoice must include the complete number or reference of the Customer's order or the Supply Contract, the date of the taxable supply, the date of issuance of the invoice, the date the invoice was sent, the Supplier's bank details, and, in the case of delivery of Goods, the name of the Goods, their model designation, and the Customer's internal designation, the quantity of Goods, and the delivery note reference; and, in the case of performance of the Work in stages, a designation of each stage of performance. The Customer is entitled to return to the Supplier any invoice that does not meet the requirements set forth in applicable laws, the Supply Contract, or these GTC, and to request its correction. Payment is due only upon receipt of a properly issued invoice.
5. The invoice is due within 60 (sixty) days from the date of delivery of the invoice to the Customer, unless otherwise agreed in advance by both parties. The due date for invoices falling in December of the relevant calendar year is extended to January 10 of the following year; the due date for invoices falling in June of the relevant calendar year is extended to July 10 of the relevant calendar year.  
The due date for invoices in the remaining months, which falls on the 25th or later of a given calendar month, is extended to the 5th day of the following month. The contracting parties hereby declare that they do not consider the extension of the due date pursuant to the preceding sentence to be particularly disadvantageous to the Supplier.
6. Payment must be made by bank transfer to the Supplier's account specified on the invoice.
7. Payment shall be deemed to have been made upon crediting the agreed price to the Supplier's account.
8. In the event of a defective delivery of the Performance, the due date of the invoice is extended by the period required to remedy the defects.
9. Without the Customer's prior written consent, the Supplier is not authorized to assign its claims against the Customer to third parties, and any assignment of claims may only be made in writing.
10. The Customer is entitled to set off any of its claims against the Supplier against any claim the Supplier may have against the Customer.
11. The Contracting Parties agree that in the event the Supplier becomes an "unreliable VAT payer" pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter **the "VAT Act"**), the Supplier:
  - (a) is obliged to immediately notify the Customer of this fact in writing;
  - (b) the Customer may use a special method of tax security pursuant to Section 109a of the VAT Act and pay the VAT stated on the invoice directly to the Supplier's tax administrator's account; and
  - (c) The Supplier is required to provide the Customer with the bank account number of the relevant tax administrator along with the variable symbol.
12. Payment shall be made only to a bank account registered with the Supplier's tax administrator in accordance with Section 109 of the VAT Act (hereinafter **the "secure account"**). If payment by the Customer to any other account is required, the Customer is entitled to withhold such payment until the date on which the Supplier provides the Customer with the secure account number. In the event of payment withholding, a new payment deadline shall commence on the date of notification of the secure account number.
13. If, in the meantime, the Customer has been requested to pay VAT on such withheld payment in the role of a guarantor, the VAT shall be paid directly to the relevant tax administrator, and the remaining portion of the payment excluding VAT shall subsequently be paid to the Supplier.
14. If the Customer determines that there is an indication of fulfillment of any other condition of the Customer's liability for VAT charged by the Supplier in accordance with Section 109 of the VAT Act (or in relation to other relevant provisions), the Customer is entitled to pay the VAT to the account of the relevant tax administrator without being requested to do so as a guarantor.
15. If payment is withheld for the reasons stated above or in the event of non-payment in whole or in part, the Supplier is always obligated to pay any fines or similar penalties imposed by a decision of the tax authority.

## VI. Delivery Terms

1. The Supplier is obligated to provide the Performance properly and on time within the period agreed upon by the parties in the Supply Contract.
2. All delivery terms for the supply of Goods under the Supply Agreement are governed by the international rules for the interpretation of delivery terms (INCOTERMS 2020) issued by the International Chamber of Commerce in Paris.

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3. The delivery clause for the delivery of Goods under the Supply Agreement is DAP (Delivered at Place) at the Buyer's production plant, in accordance with INCOTERMS 2020, unless otherwise agreed in advance by both parties.
4. The Supplier is required to notify the Customer of its readiness to provide the Performance no later than 2 (two) business days in advance, via email.
5. The Supplier is required to attach a delivery note to each shipment of Goods, which must always include at least the complete number or reference of the Customer's order or the Supply Agreement, the date of handover of the Goods to the carrier, the name, model designation, the Customer's internal designation, and the quantity of individual items of Goods, the type and number of packages, the method of transport, the vehicle registration number, and the carrier's confirmation of having performed a quantitative inspection upon acceptance of the Goods for transport.
6. The Supplier is obligated to ensure that the carrier performs a quantitative inspection of the Goods upon acceptance for transport and confirms its performance on the delivery note.
7. Unloading of the Goods at the Customer's facilities is scheduled from 6:00 a.m. to 3:00 p.m. on business days, unless otherwise agreed in advance by both parties.
8. The risk of damage and title to the Goods shall pass to the Customer upon the Customer's acceptance of the Goods at the agreed place of delivery. The risk of damage and title to the Work shall pass to the Customer upon the Customer's formal acceptance of the Work.

#### **VII. Packages and Packaging of the Goods**

1. The Goods will be delivered on a pallet suitable for handling by forklifts, unless otherwise agreed.
2. The pallet must be suitable for the nature of the Goods and meet the requirements for their safe transport.
3. The Goods must be packaged and transported in such a way as to prevent damage from mechanical, atmospheric, or other influences.
4. Packaging must be labeled in accordance with the agreement between the Supplier and the Customer, and must at a minimum include the following information regarding the Goods being delivered: the Supplier's name, the Customer's stock item number, the quantity of Goods in the package, and the reference to the Supply Agreement (the Customer's order number). The labeling on the packaging must be applied in such a way as to prevent its damage or destruction during transport or storage.

#### **VIII. Late Payment Interest, Contractual Penalties, Damages**

1. If the Customer is in default of payment, the Supplier has the right to demand that the Customer pay contractual late payment interest at a rate of 0.05% p.a. of the amount due for each day of default.
2. If the Supplier is in default with the provision of the Performance, the Supplier shall pay the Customer a contractual penalty of 0.05% for each day of delay, calculated on the price of the Performance with respect to which the Supplier is 1–2 days in default.
3. If the Supplier is in default with the provision of the Performance, the Supplier shall pay the Customer a contractual penalty of 0.5% for each day of delay calculated on the price of the Performance for which the Supplier is 3 days or more in default.
4. In the event that the Customer's production line is halted as a result of the Supplier's delay in providing the Services or as a result of the provision of defective Services, a contractual penalty is agreed upon:
  - for each hour or part thereof from the time the Customer verifiably reports a delay in the provision of the Performance or a defect in the Performance, an amount of CZK 2,500 until the expiration of twelve hours from the report,
  - if the Performance is not provided or the defect in the Performance is not remedied even after the expiration of twelve hours from the Customer's verifiable notification of a delay in the provision of the Performance or a defect in the Performance, the Supplier undertakes to pay a contractual penalty of CZK 8,700 CZK for each additional hour or part thereof that the Service is not provided or the defect in the Service persists, until the Service is provided or the defect in the Service is fully remedied.
5. The Supplier further undertakes to pay the Customer a contractual penalty in the amount of 5% of the price of the Performance for each instance of a violation of environmental regulations arising in connection with the provision of the Performance.

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6. The provisions regarding the contractual penalty do not affect the Supplier's potential obligation to compensate for damages and non-pecuniary harm, which constitutes a separate claim and is to be paid in full as caused and proven.

#### **IX. Quality Requirements for the Performance**

1. The Supplier is obligated to manufacture the Goods and/or ensure their manufacture and/or perform the Work and/or provide the Services in such a way that the quality and characteristics fully comply with the relevant technical documentation, applicable technical specifications, state standards, legal regulations, and quality standards.
2. Each individual item of Goods must be marked
  - the manufacturer's brand, trademark, or logo,
  - the identification number of the Goods (product),
  - a production code containing the date of manufacture,
  - other markings, if required by generally binding legal regulations, homologation regulations, approved technical documentation, or the Supply Contract. The method of marking, its design, and placement, unless specified in the approved technical documentation, shall be agreed upon by the parties.
3. The Supplier is responsible for ensuring that the Supplier's established system of inspections and tests creates conditions under which the Goods or Work may be released by the Customer for further processing, assembly, or other use without subsequent inspections by the Customer.
4. The Supplier is obligated to maintain conclusive records of all inspections, measurements, and tests conducted during the production of the Goods or the performance of the Work, as prescribed by the approved documentation. These records shall be archived for a minimum period of 5 (five) years from the date of production of the Goods or completion of the Work.
5. At the Customer's request, the Supplier is obligated to submit to the Customer for verification the reports from inspections, measurements, and tests of the Goods or Work performed during the production of the Goods or the performance of the Work, even if, according to these GTC or the Supply Contract, these are not part of the delivery of the Goods or the performance of the Work.
6. For each delivery of Goods, the Supplier is required to provide, along with the Goods, a "Certificate of Quality" confirming that the Goods comply with the approved technical documentation and have been released for delivery by the Supplier. Without a certificate of quality for the Goods, the delivery is not properly fulfilled, and the Customer is entitled to refuse acceptance of the Goods. The certificate of quality for the Goods may be included in the delivery note.
7. The Supplier is responsible for ensuring that the Goods or Work, which are subject to the provisions of Act No. 22/1997 Coll., on technical requirements for products and on amendments to certain acts, as amended, comply with the requirements of the relevant technical regulations in force in the Czech Republic and that the Supplier has followed the procedure for assessing their conformity.
8. The Supplier is obliged to provide the Customer, upon request, with copies of the relevant "EC Declaration of Conformity" or "Declaration of Conformity" for the Goods or Work in accordance with Article VIII, paragraph 7 of these GTC.
9. The Customer is entitled, at its own discretion, to conduct tests and inspections of the Goods or Work to verify compliance with the agreed quality, properties, and parameters of the Goods or Work.
10. The Customer is entitled to verify, through an audit of the Supplier or its subcontractors involved in any way in the delivery of the Goods or the performance of the Work, whether quality assurance measures meet the Customer's needs; the audit may cover the entire system, production process, or product. The Supplier is obligated to allow the Customer to conduct this audit.
11. If non-conformities are identified during an audit conducted pursuant to Article VIII, paragraph 10 of these GTC, the Supplier is obligated, in agreement with the Customer, to draw up and implement a plan of corrective actions to eliminate them.
12. The Supplier's subcontractors involved in any way in the provision of the Performance are subject to the same rules regarding quality management as the Supplier, which the Supplier is obligated to ensure.

#### **X. State Quality Verification of Goods or Work**

1. The Supplier agrees that in cases where the Customer uses the Goods or Work in its own or its final products within the framework of so-called public contracts, the Goods may be subject to state quality verification.

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2. Both parties undertake to define the scope of state quality verification in a separate annex to the Supply Contract.

#### **XI. Quality Warranty for the Performance**

1. The Supplier provides a quality warranty for the Performance for a period of 24 (twenty-four) months from the proper delivery of the Performance to the Customer.
2. For parts of the Goods or Work that are repaired or replaced during the warranty period, the warranty period shall recommence upon the successful completion of the repair or replacement of the Goods or Work.

#### **XII. Rights Arising from Defective Performance, Claims (Exercise of Rights Arising from Defective Performance or Quality Warranty), Withdrawal from the Contract, Compensation for Damages**

1. The Supplier is obligated to provide the Performance in the quantity, quality, and manner specified in these GTC and the Supply Contract.
2. The Supplier is obligated to pack the Goods and prepare them for transport in the manner specified in these GTC and the Supply Contract.
3. If the Supplier breaches the obligations set forth in Article XI, paragraphs 1 and 2 of these GTC, the Performance shall be deemed defective.
4. The delivery of Performance other than that specified in the Supply Contract, as well as defects in documents as defined by law, these GTC, and the Supply Contract, shall also be considered defects in the Performance.
5. Performance is legally defective if it is encumbered by the rights of a third party.
6. Rights arising from defective performance and from the quality warranty are governed by the provisions of the Civil Code, unless the Supply Contract or these GTC provide otherwise.
7. Quantity defects may be claimed within 1 month of the Customer's acceptance of the Performance.
8. The Customer is obligated to assert rights arising from defective performance and from the quality warranty with the Supplier in writing, without undue delay after their discovery. The parties consider communications made in writing or by email to satisfy the requirement for written form. The Supplier is obligated, at its own expense, to deliver defect-free or missing Performance without undue delay, to repair it, to provide the Customer with a price discount, or to take such measures as to ensure that the Customer's production continuity is not jeopardized. The choice between the remedies listed in the preceding sentence rests with the Customer. Action must be taken immediately upon receipt of the defect complaint from the Customer. The Supplier is liable to the Customer for damages resulting from a breach of this obligation. The period within which the complained Performance will be assessed by the Supplier must not exceed 3 (three) business days from the date the defect was reported to the Supplier. After this period expires, the Customer has, among other things, the right to return the Goods to the Supplier at the Supplier's expense and to demand reimbursement of storage costs.
9. Notification of hidden defects in the Performance shall be sent to the Supplier in writing and without undue delay upon their discovery. The Supplier is obligated to repair these defects free of charge or replace them with defect-free Performance no later than 5 (five) business days after notification by the Customer, at its own expense. The Supplier is also obligated to reimburse the Customer for costs incurred in connection with the defective Performance, in particular those related to the installation and removal of defective Goods or Work, as well as costs associated with processes necessary to identify defects in the Performance (measurements, analyses, or other tests). Costs related to defective Performance shall be invoiced separately by the Customer and paid by the Supplier based on an invoice due 30 (thirty) days from the date the invoice is sent to the Supplier.
10. In the event of a received defect report (except for quantity defects), and in cases where the Customer so requests, the Supplier is obligated to
  - analyze the cause of the defect and, within 5 (five) business days, inform the Customer of the immediate corrective measures taken,
  - thoroughly inspect the delivery of defect-free Performance and mark it in a manner to be agreed upon with the Customer.
11. The Customer has the right to withdraw from the Supply Contract if the Supplier is in default of providing the Performance for a period longer than 10 days, or if the Supplier is in default of remedying defects in the Performance for a period longer than 5 days, or if insolvency proceedings are initiated against the Supplier. Withdrawal must be effected by notice, either by email or by registered letter, sent to the Supplier's known addresses. Withdrawal from the Supply Agreement shall not affect claims arising from a breach of contractual obligations by the Supplier prior to the date of withdrawal from the Supply Agreement.

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12. The Supplier agrees to fully compensate the Customer for any loss (i.e., actual damages, including lost profits and non-pecuniary damages) incurred by the Customer or its employees as a result of the Supplier's negligence or breach of the provisions of the Supply Agreement or these General Terms and Conditions, or as a result of any defective Performance, in particular defective Goods delivered by the Supplier.

### **XIII. Spare Parts**

The Supplier is obligated to provide the Customer with spare parts for the Goods or Work for a period of at least 10 (ten) years from the completion of delivery under the Supply Contract, under market-standard terms.

### **XIV. Liability Insurance**

1. The Supplier undertakes to submit to the Customer, no later than upon the effective date of the Supply Contract, a document proving that the Supplier has duly concluded an insurance policy covering liability for damage and product liability, to the extent that the Customer deems appropriate for the specific case.
2. The Supplier must maintain the insurance in force until all claims and rights arising from the concluded Supply Contract have been settled, including claims under the quality warranty.

### **XV. Protection of Information**

1. Confidential information that the Customer makes available to the Supplier or otherwise allows the Supplier to become acquainted with, based on or in connection with the Supply Contract or negotiations regarding its conclusion, the Supplier shall not, either in its entirety or in parts:
  - disclose or otherwise make available to third parties,
  - use it in any other way or for any purpose other than that agreed upon,
  - shall not copy or make copies, backup copies, etc., in any manner without the Customer's prior consent,
  - shall maintain, handle, and process them in such a way as to avoid any breach of the provisions of the Supply Contract, these GTC, or the law,
  - shall not use them for its own benefit or the benefit of a third party, unless such use is provided for in the terms of the Supply Agreement or these GTC, nor
  - otherwise misuse them against the Customer's interests.
2. Confidential information includes, but is not limited to, any commercial, technical, financial, organizational, or other information relating directly or indirectly to the Customer, its specific employees, business partners, customers, or suppliers, recorded in any form on any medium, as well as oral information provided or otherwise made available to the Supplier during negotiations for the conclusion of the Supply Contract or on the basis of and within the framework of the concluded Supply Contract by the Customer, members of its governing bodies, its employees, advisors, persons controlled by the Customer, etc., and further information that the Customer expressly designates as confidential.
3. The term "Confidential Information" means both data or a set of data recorded on a specific data carrier and the relevant data carrier on which the data is recorded. Furthermore, the term "Confidential Information" also includes reports or communications sent in any form.
4. The term "Confidential Information" under these GTC does not include information that is or becomes publicly known during the term of the Supply Agreement or these GTC, other than through a breach of obligations under the law, these GTC, or the concluded Supply Agreement by the Supplier, or through a breach of obligation by a third party.
5. Confidential Information is and shall remain the exclusive property of the Customer even after it has been disclosed or otherwise made available to the Supplier pursuant to these General Terms and Conditions or the concluded Supply Agreement.
6. The Supplier undertakes to return to the Customer any Confidential Information received pursuant to or in connection with these General Terms and Conditions (Purchase) or the concluded Supply Agreement within 10 (ten) days of being requested by the Customer to return such Confidential Information. At the same time, the Supplier is obligated to destroy all copies, extracts, transcripts, etc., of the Confidential Information within the same period, as well as to irrevocably delete the Confidential Information from computer, audiovisual, or other similar technical devices. The Supplier shall confirm the destruction and deletion of Confidential Information to the Customer by means of a sworn statement, which the Supplier shall provide to the Customer at the same time as the return of the Confidential Information.

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#### **XVI. Industrial Property Rights**

1. The Supplier is responsible for ensuring that the Performance, neither as a whole nor in its individual components and parts, infringes upon the industrial or intellectual property rights or other similar rights of third parties.
2. The Supplier Agreement does not grant any license for use, nor does it transfer in any way any rights to inventions, patents, industrial designs, utility models, trademarks, trade names, know-how, copyright, or other forms of industrial or intellectual property, with the exception of rights (including licenses, etc.) necessary for the Customer's use of the Performance in accordance with the purpose set forth in the Supply Contract.
3. In the event that the Goods or Work are manufactured in accordance with the Customer's technical documentation, which the Customer has provided to the Supplier for this purpose or has otherwise made available to the Supplier, the Supplier is not authorized to manufacture and supply products (Goods or Work) to any third party based on such technical documentation.
4. The Supplier is not authorized to register or allow the registration of any technical solution contained in the Customer's technical documentation, as referred to in the preceding paragraph, for industrial or copyright protection by a third party.
5. The Supplier is obligated to provide written notice of the use of all its own patents, utility models, and industrial designs in connection with the Performance, as well as of the licensed use of patents, utility models, and industrial designs. Neither the Supplier's own nor its licensed industrial rights or intellectual property rights related to the Performance may exclude or restrict the export of the Customer's final products.
6. Models, dies, templates, patterns, tools, or any other production means, instruments, fixtures, and equipment that the Customer has provided to the Supplier for the purpose of providing the Performance, or for which the Customer has paid, may not be used by the Supplier for production for the purpose of supplying third parties.
7. If any claim is made against the Customer or any lawsuit is filed against the Customer arising from an infringement of a third party's intellectual property rights due to or in connection with the Performance, the Supplier shall be notified thereof immediately and shall, at its own expense, conduct all negotiations regarding the settlement of such claim and any legal proceedings that may arise therefrom. The Customer shall provide all available assistance for this purpose at the Supplier's request, and the Supplier shall reimburse the Customer for all related costs.

#### **XVII. Circumstances Excluding Liability**

1. Neither party shall be liable to the other party if it is in default of performance of any or all of its obligations, provided that such default is caused by Force Majeure. The party invoking Force Majeure is obligated to notify the other contracting party in writing without undue delay of the occurrence of Force Majeure.
2. If the Force Majeure event continues uninterrupted for more than 1 month, the other party is entitled to withdraw from the Supply Contract by providing written notice to the party invoking the Force Majeure event.

#### **XVIII. Law, Disputes**

1. All legal relationships between the parties arising in connection with and based on the concluded Supply Agreements and these GTC shall be governed by the laws of the Czech Republic, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods.
2. Any disputes arising between the parties from the concluded Supply Contracts and these GTC shall be resolved primarily through mutual negotiations between the parties. If a specific dispute is not settled in this manner within 60 (days) of its occurrence, the dispute shall be decided, at the request of either party, by the court with subject-matter jurisdiction in the Czech Republic, with the court having local jurisdiction being the court according to the Customer's registered office.
3. The Supplier assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

#### **XIX. Final Provisions**

1. The Annexes are an integral part of the Supply Contract.
2. The Supply Agreement may be amended and supplemented only by written addenda.
3. The Supplier undertakes to familiarize itself with the Supplier Charter available at [www.saint-gobain.cz/obchodni-etika](http://www.saint-gobain.cz/obchodni-etika) and to comply with the provisions of this Charter.
4. If any provision of these GTC is or becomes ineffective, invalid, or unenforceable, the remaining provisions of these GTC shall remain effective, valid, and enforceable. In the part containing the ineffective, invalid, or

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unenforceable provision, the relationship between the parties shall be governed by the general provisions of the relevant legal regulations.

5. By entering into the Supply Agreement, the Supplier confirms that it does not feel and does not consider itself to be the weaker contracting party in comparison with the Customer, that it had the opportunity to review the text and content of these GTC, that it understands the content and wishes to be bound by it, and that it has sufficiently discussed the contractual arrangements with the Customer. The parties have expressly agreed that the provisions of Sections 1799 and 1800 of the Civil Code shall not apply to the contractual relationship concluded between them.
6. These GTC replace and supersede, as of the date of issuance stated in the header, the validity and effectiveness of all general terms and conditions for the purchase of Saint-Gobain Construction Products CZ a.s. divisions and brands issued prior to that date.

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