

GENERAL TERMS AND CONDITIONS OF SALE - UK

1. GENERAL

These general terms and conditions of sales ("GTCS") apply to any order ("Order") placed by a customer ("Customer") to Saint Gobain Leca Danmark A/S Registered in Denmark. Company Number 38317962. Registered Office Leca Danmark A/S, Randersvej 75, 8940 Randers SV, Denmark. ("Company") for the sale of any and all Company's products and/or services ("Products"), unless otherwise agreed in writing between the Company and the Customer.

These GTCS are effective from 01/01/2025 and supersede any earlier general terms and conditions of sales. The Customer waives the application of its general conditions of purchase and shall not invoke any other documents such as catalogue, brochures or samples issued by the Company, which shall be regarded only as having an indicative value. The Company reserves the right to modify the present GTCS at any time without giving any prior notice to the Customer. The modified version shall enter into force immediately.

In these GTCS, the following terms shall have the meanings hereunder assigned to them:

"Contract" means the contract for supply of Products incorporating these GTCS and any special terms agreed in writing between the Company and the Customer.

"Party" means the Company or the Customer individually, and "Parties" means the Company and the Customer jointly.

2. ORDERS AND ACCEPTANCE

2.1 All Orders placed by the Customer with the Company will be effective only when accepted by the Company in writing in an order confirmation ("Order Confirmation"). The Order Confirmation will contain both a description of the Products ordered, the references, the quantity, the price payable and time for delivery and will be deemed to have been received by the Customer two (2) working days after being sent. In the event of any discrepancy between Order and Order Confirmation, the content of the documents shall prevail in the following order:

- Any specific terms agreed in writing between the Company and the Customer.
- The GTCS.
- The Order Confirmation; and
- The Order.

2.2 In case of request for modification or cancellation of any Order by the Customer after receipt of an Order Confirmation, and even if the expected delivery date is distant in time, the Company is entitled to charge the Customer all costs incurred in connection with such change or cancellation, and notably those costs related to the start of manufacture of any non-standard Products. Any advance payments may be retained by Company to cover the costs incurred because of the cancelled order with any excess advanced payment (after all costs of production have been deducted) being returned to the Customer.

2.3 The Customer is responsible for the accuracy of any custom design, drawings or specifications relating to the Products, that the Customer provides to the Company. The Customer must also provide all necessary information to the Company with sufficient notice to enable the Company to perform the Contract.

2.4 If the Company performs any measuring to the benefit of the Customer, this is to be considered solely as a mere service which the Company will not be liable for.

3. PRICES AND PAYMENT TERMS

3.1 The price of the Products shall be the price applicable at the date of delivery of the Products unless a fixed-price quotation is agreed between the Parties in writing. Quoted prices are exclusive of VAT and any other taxes, duties and other levies that may apply from time to time.

3.2 Prices listed or quoted are based on costs prevailing at the time when the prices are given or agreed. Notwithstanding the foregoing, in the period running from the date of Order Confirmation until delivery, the Company reserves the right to pass on additional charges in respect of all increases

in the cost of labour, materials, plant, overheads and other taxes or duties outside Company's control.

3.3 Prices listed or quoted are applicable to the quantity specified by and in the information provided by the Customer at the time of the Order. In the event of Orders being placed for lesser quantities than originally agreed between the Parties or if there is any change in specifications or delivery dates, or if delay is caused by the Customer's instructions or lack of instructions, the Company shall be entitled to adjust the price of the Products as ordered to take account of the variations.

3.4 Unless otherwise agreed in writing, payment, shall be made in full on or before the last day of the calendar month following the month in which it was dispatched. Payment shall be affected in the currency set out in the Order Confirmation.

3.5 Whatever the means of payment used; payment shall not be deemed to have been affected before the Company's account has been irrevocably credited for the amount due.

3.6 In the event of a non-payment, even in part, of one of any agreed instalments, the total of the sums due, for whatever reasons, will become due immediately. Besides, without prejudice to any other right or remedy available to Company, interest on overdue payments will be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, relating to Interest on Overdue Payments and set-off any amounts Company owes to the Customer by way of rebate payments or any other monies due from Company to the Customer against any monies owed by the Customer to Company.

3.7 In case of any delay in payment, partial payment or the Customer's failure to execute its obligation or serious doubts on the Customer's solvency, the Company reserves the right, without notice, (i) to change the payments terms or request financial guarantees, or (ii) to change the cap of the Customer's outstanding debts and/or (iii) to refuse or cancel any Order placed or to suspend deliveries of all outstanding Orders, without any damages or any other kind of indemnification or compensation due to the Customer.

3.8 In any case, any claim for defect of the Products shall not suspend or delay the payment of the Products or authorize the Customer to make partial payments. All payments are to be made without deduction or set-off from any sums owing or due from the Company.

3.9 The Company shall be always allowed to set off any debt or claim of whatever nature that the Company may have against the Customer against any sums due from the Company to the Customer including by way of rebate payments or any other monies due from Company to the Customer.

3.10 The Parties shall negotiate in good faith new prices applicable to the Products if the performance of the Contract becomes excessively onerous for the Company due to an event beyond its reasonable control, such as major changes in energy or labour costs, as well as in case of a change in law.

4. DELIVERY AND INSPECTION

4.1 Unless otherwise agreed in writing between the Company and the Customer, delivery shall be made EXW Company facility, or according to the delivery terms indicated in the Order Confirmation, as per the Incoterms 2020. Estimated lead-times are indicated in the Order Confirmation. The Company shall not be held responsible for late deliveries and/or partial deliveries, and the Customer shall not be entitled to claim any damages or compensation and/or cancellation of the Order.

If the Order includes Products which are not stocked items in standard dimension, the Company shall not be held responsible for delivery up to 10 % more or less than stated in the Order and the Customer shall be obligated to pay for quantity received.

4.2 Without affecting any rights the Company may have against the Customer for failure to accept delivery, if for any reason the Customer is not able to accept delivery of the Products (i) at the date indicated in the Order Confirmation or any other agreed date or (ii) at any later date

indicated by the Company further to the Customer's failure to accept delivery on the initial date, then the Company shall be entitled to terminate the Contract in whole or in part and/or charge the Customer additional costs of extra handling, transport, storage and/or disposal of the Products. In case of storage, Products will be stored at the Customer's risks until delivery. The Company is entitled to charge any partial delivery requested by the Customer.

4.3 The Company determines the type of packaging of the Products.

4.4 Except if otherwise agreed between the Parties, the Products transit at the Customer's own risks. The Company shall not be liable in case of delay, damage on, loss or partial loss of the Products, during the loading, carriage and unloading of the Products. The Customer shall bring its action or claim directly against the Customer's carrier.

4.5 Upon delivery or collection, the Customer shall inspect the Products and report any damage, apparent defect, or non-compliance, and/or loss to the Company and the carrier (by mentioning it on the consignment note or any delivery document) in the form and within the time limits provided for under applicable law. This notice must be made within a maximum of forty-eight (48) hours following delivery or collection with a detailed description of type of defect / damage and photographic documentation. Should the Customer fail to give notice within the aforementioned time, the Products shall be deemed to have been accepted by the Customer. In any case, payment of all the delivered Products will be due.

4.6 Bulk Goods are sold in cubic metres as loose bulk material; volume is determined at the point of loading using Sellers average density method of measurement. Upon receipt by the Seller of buyer's purchase order the Buyer is signifying acceptance of the Sellers loading and quantity verification procedures.

4.7 The Buyer shall at all times ensure safe, suitable and unhindered access for the Sellers delivery vehicle.

4.8 The Buyer agrees to ensure prompt unloading, turnaround and re-despatch of all delivery vehicles. The Seller will charge for any delay in accordance with the Seller's waiting time charges as set out in the Quotation, or for any other additional costs incurred howsoever caused. The right of the Seller to receive additional payment for waiting time shall be without prejudice to any other right or remedy that the Seller has under or pursuant to the Contract or Order.

4.9 Unloading of Goods is the responsibility of the Buyer and unloading will be in accordance with the Buyer's or other receiver's instructions, the Seller shall not be responsible for:

4.9.1 Ensuring that unloading is into the required storage space

4.9.2 Ensuring that the storage space available will accept the amount delivered.

4.9.4 Without prejudice to the Buyer's general responsibilities, the Seller reserves the right to refuse to unload Goods if the driver of the Seller's delivery vehicle, at his/her sole discretion, believes that the Buyer is in breach of its responsibilities under this clause, in particular (but not limited to) on grounds of health and safety.

4.9.5 Any Goods remaining undelivered or only part delivered due to the Buyer's fault may be charged to the Buyer as if delivered. Furthermore, the Seller shall be entitled to charge the Buyer any costs, losses or expenses incurred either directly or indirectly as a result of any such failure to deliver all Goods.

5. RETENTION OF TITLE

5.1 THE PRODUCTS REMAIN COMPANY'S FULL PROPERTY UNTIL FULL PAYMENT OF THE PRICE, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY.

5.2 Notwithstanding this retention of title, as soon as the Products have been delivered to the Customer or handed over to the carrier, the Customer becomes the guardian and bears the risks (e.g. loss, damages, ...) attached to it. The Customer shall keep the Products in such a way that they cannot be confused with other material, and in particular preserve the identification marking.

5.3 In the absence of full payment, the Customer undertakes to promptly return the Products at its own costs and will bear any costs of repair, if any.

5.4 In all cases in which the Company is required to enforce the retention of title, any advance payment made can be retained by the Company and be offset against any costs of recovery of the Products and lost profit on the onward sale of the recovered products.

5.5 The Customer shall, at the request of the Company, assist the Company in taking any measures necessary to protect the Company's title to the Products.

5.6 The retention of title under this Article shall not affect the passing of risk in accordance with Article 4.

6. WARRANTY

6.1 Unless the Company has explicitly agreed in writing that a separate commercial warranty shall apply for the Products, the Company only warrants that the Products comply with their specifications and are free from defect attributable to faulty design, materials, or workmanship. The Company makes no other warranty, either express or implied regarding the Product, including, but not limited to, implied warranties of performance, merchantability, installation and/or fitness for a particular purpose.

6.2 No responsibility or liability shall be accepted for any statement, representation, warranty or otherwise made by any of the Company's representative, agent or distributors.

6.3 The Customer acknowledges that he is aware of the technical characteristics of the Products as well as their conditions of use and application, defined by the product data sheets and Declaration of performance. For the avoidance of doubt, the Customer shall conduct prior and sufficient tests and/or obtain such recommendations to verify that any customised Products requested by the Customer meet its requirements.

6.4. The Company may make changes in its product selection and specifications at any time without prior notice and has no obligation with respect to inventory.

6.5 The warranty period of the Products is one (1) year starting from the delivery date of the Products to the Customer or collection date if collected on behalf of the Customer.

6.6 However, warranty is excluded, and the Company shall not be liable:

- a) in case of damage on the Products after delivery (e.g. accidental damage or deterioration resulting from improper handling or defective transport), and/or in case of an apparent defect or non-compliance not reported on delivery as per Article 4.5,
- b) in case of use of the Products not in furtherance with their specifications, such as recommended installation/assembly instructions, any special warranty information, other information provided by the Company, or by any applicable regulation or standards,
- c) if changes are made to the Products by the Customer or any other third party without the prior written consent of the Company (including, without limitation, post processing, improvement or repair work),
- d) in case of damage arising out of materials provided, by the Customer, unless approved otherwise by the Company in writing,
- e) for normal wear and tear.

6.7 The Customer shall notify the Company in writing of any defect within three (3) working days maximum from its discovery date. However, where the alleged defect is such that it may cause any kind of damage, the Customer shall immediately inform the Company in writing and take any action to minimize the damage. The notice shall contain a detailed description of the defect. If the Customer fails to notify the Company in writing of a defect within the time limits set forth in this Article, the Customer shall lose its right to have the defect remedied.

6.8 The Customer shall at its own expenses provide access to the Products for inspection by the Company.

6.9 In case of Product proved to be defective, the Company is entitled, at its sole discretion, and as a sole and exclusive remedy, to

- a) replace the defective Products, by delivering a replacement product to the Customer,
- b) repair the defective Products,
- c) grant a discount to the Customer, or
- d) take back the defective Products against reimbursement (notably where the defect is so substantial as to significantly deprive the Customer of the benefit of the Contract as regards the Products).

All other claims under law, contract, tort or any other legal notion against the Company based on such liability for defects shall be expressly excluded, except where the Company has been guilty of gross negligence or willful misconduct.



6.10 Any ancillary costs, such as removal and reinstallation costs, shall be borne by the Customer, except if otherwise agreed with the Company. In particular, unless otherwise agreed, the Customer shall bear any additional costs which the Company incurs for remedying the defect caused by the Products being located in a place other than the destination stated in the Contract or – if no destination has been stated – the place of delivery.

6.11 In case of replacement, the Company may substitute defective Products by any comparable quality or price range products if the original Products are no longer available. In addition, as the visual appearance of the surface of the Products may vary slightly depending on the manufacturing date and their ageing over time, the Company cannot guarantee the replacement of the Product in a visual appearance of the surface perfectly identical to the first delivery.

Except if otherwise requested by the Company, defective Products which have been replaced shall remain the Customer's property and the Company shall have no obligations with respect to scrapping, removal of waste etc. of such defective Products.

6.12 When a defect has been remedied, the Company shall be liable for defects in the repaired or replaced Product during the remaining time of the initial warranty period, that shall not be extended with respect to any repaired or replaced Products.

6.13 For the avoidance of any doubt,

- the Company will not accept any claim for defect after the end of the warranty period specified in Article 6.4, and
- the Company will not accept any further claim regarding Products where a discount has been already granted to the Customer as per Article 6.8

7. LIMITATION OF LIABILITY

7.1 Notwithstanding anything to the contrary in the GTCS or any other documents included in the Contract, the Company shall not be liable for any special, consequential or pure financial losses (including, without limitation, loss of production, loss of profits, loss of use, loss of contracts, ...) to the maximum extent permitted by applicable law.

7.2 Without prejudice to any other provisions in these GTCS, in any event the Company's total liability for any one claim or for the total of all claims arising from any one act of default on the Company's part (whether arising from the Company's negligence or willful misconduct) shall not exceed the purchase price of the Products the subject matter of any claim.

7.3 Nothing in these conditions shall exclude or restrict the Company's liability for death or personal injury caused by the negligence of the Company or fraudulent misrepresentation.

7.4 These limitations on potential liabilities have been an essential condition in setting the Products prices.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless expressly provided otherwise, the intellectual property rights held by the Company, or by one of the Saint-Gobain group's direct or indirect subsidiaries, in particular plans, computer files, technical and commercial documentation, specifications, test results, photographs, samples, prototypes, studies, reports, correspondence, patents, models and drawings, trademarks ("**Elements**"), remain the exclusive property of the Company and/or the Saint-Gobain Group.

8.2 The Customer undertakes to use these Elements faithfully, without distortion or adaptation and within the strict limits of the agreed purpose. The Customer also agrees to return the Elements to the Company when requested.

Consequently, the Customer agrees not to:

- transfer or distribute these Elements without the Company's prior written consent; and/or
- make any use of the Elements that would be prejudicial or that would damage the Company and/or the Saint-Gobain group's image.

9. FORCE MAJEURE

9.1 The Company shall be entitled to suspend performance of any of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the Company such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, economic sanction, restrictions in the use of power, currency and export restrictions, epidemics, strikes, governmental acts, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by

sub-contractors caused by any such circumstance referred to in this Article.

9.2 In such event, the Company shall inform the Customer about any Force Majeure event as soon as reasonably practicable following its knowledge of such event. If the circumstances preventing the Company from performing its obligations are still continuing three (3) months after receipt of the notice, either Party may give notice to the other terminating the concerned Order(s). In such case, and as a sole remedy, the Company shall refund any payment made by the Customer on account of the price of the Products not being able to be delivered after receipt of the notice.

10. COMPLIANCE

10.1 The Customer undertakes to comply with all applicable laws and regulations, in particular but without limitation : (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour), (ii) environmental law, (iii) those relating to financial probity (which include without limitation the prohibition of any act of corruption), (iv) competition law, (v) economic sanctions, import and export control regulations (including not to resell or otherwise transfer the Products to any individual or entity if it could result in a violation of such regulations). The Company is entitled to reject and/or suspend any order, without liability, if any new regulation renders the performance of its contractual obligations unlawful or exposes the Company to sanctions.

10.2 The Customer further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Company upon request. Failure to answer such request entitles the Company to suspend its contractual obligations, without prejudice to its other rights and without any liability to the Customer.

10.3 The Customer acknowledges that it has been informed of the Company's professional alert system, which is accessible at: <https://www.bkms-system.com/saint-gobain>.

11. PROTECTION OF PERSONAL DATA

11.1 The Company proceeds to a computerized treatment of its Customers' data for the management of Orders.

11.2 The personal data collected within this framework (Customer's business name, first and last name of Company's contact at Customer's, e-mail address, business telephone or fax number) are strictly necessary for the execution of the Contract and allow the Company to manage the execution of the Order, the delivery, the invoicing and the recovery.

11.3 These data are kept throughout the duration of the commercial relationship and within the limit of the legal retention periods.

11.4 The recipients of the data are the Company's customer services, trade, invoicing and recovery departments as well as its subcontractors in charge of the delivery and sending of invoices.

11.5 In accordance with the applicable regulations on the protection of personal data, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Customer has the right to access, rectify, delete and oppose the personal data concerning him, which he can exercise by sending an e-mail to: enquiries@leca.co.uk or by writing to: LECA UK, Saint-Gobain House, East Leake, Leicester, Loughborough LE12 6JU. For more information on the processing of personal data by the Company, Customer may consult the tab "Privacy policy" in "Legal information" on Company's web page [Leca.co.uk](http://leca.co.uk).

12. APPLICABLE LAW AND DISPUTES

12.1 These GTCS shall be governed, construed and interpreted in all respects according to the laws of England, without any reference to its conflict of law principles and disregarding the United Nations Convention for the International Sale of Goods (CISG).

12.2 Any dispute, controversy or claim arising out of or in connection with these GTCS, or the breach, termination or invalidity thereof, shall be finally settled by the competent Court of England & Wales.

13. MISCELLANEOUS

13.1 If the whole or any part of any provisions of these GTCS are invalid or unenforceable at law, all the other provisions of these GTCS shall remain in full force and effect and the Parties shall negotiate in good faith to agree and implement one or more substitute provisions having similar effect so far as the law permits.



13.2 No delay or failure of either Party in exercising any right hereunder shall operate as a waiver of any right of said Party, except to the extent specifically waived in writing.

13.3 Any notice shall be sent in writing and transmitted by hand, registered letter, or by email, with acknowledgement of receipt, to the address of either Parties as indicated in the Order Confirmation.

14. SANCTIONS COMPLIANCE

It is the Seller's and its group's policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. The Supplier is committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. The Seller does not permit the supply of any of its Goods to any individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive measures administered, enacted or enforced by the UK, EU, UN or USA ("Sanctioned Entities"). By entering into this Contract, the Buyer agrees not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.

15. EXPORT TERMS

15.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions and these Conditions, these Conditions shall prevail.

15.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 26 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

15.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.

15.4 Where the Seller agrees with the Customer that it will be responsible for the delivering of Goods the Goods shall (unless agreed otherwise in writing between the Seller and the Buyer) be delivered FOB to the air or seaport of shipment and the Seller shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.

15.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection, and which is made after shipment, or in respect of any damage during transit.

15.6 The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any and all liability, loss, claims, damages and costs, which the Seller may sustain or incur, arising out of or in any way connected with the Buyer's failure to comply with Conditions 15.3 or 14.