



SUPPLIER CONDITIONS

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2009-12-02

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TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES TO SAINT GOBAIN CONSTRUCTION PRODUCTS

1. In the following conditions the term “ the Company” shall mean and include Saint Gobain and every company from time to time subsidiary to Saint Gobain and every company on behalf of which Saint Gobain may have issued an order.

2. The Supplier agrees that in consideration of the Supplier being requested to perform any work for, or supply any material, goods or service whatsoever to the Company:

“We will not at any time now or in the future disclose to any person or persons any information whatsoever which we may now possess, or which in the future might become possessed of , relating to any of the processes , designs, tooling, equipment, methods, systems or other procedures which are used by the Company except to those persons who are in the employ of the Supplier, who in respect of whom the Company specifically informs us that they desire that such information be given in the course of our duties as Supplier.

3. Timeous delivery at the place or places in the order is of the essence of the contract.

4. Where the Company has an agreed price list from the Supplier, the Supplier acknowledges that no other prices will be accepted by the Company until such a time as they have been received by the Company in writing, and that such new process will only affect orders placed after receipt of the revised price list. An order which does not specify price is subject to confirmation by the buyer upon receipt of prices before it becomes effective.

5. All goods manufactured or partially manufactured on the Company’s behalf or sold to the Company are at the Supplier’s risk until receipt by the Company of the goods and the Company’s acceptance and approval of them.

6. Where the Supplier is required to process materials supplied by the Company, the Company will not accept any loss, wastage or damage of its materials during processing by the Supplier, and any shortages, damage or discrepancies will be chargeable to the Supplier. The Supplier accepts responsibility for checking all such materials upon receipt from the Company, and agrees that unless a shortage, damage or discrepancy in the materials received from the Company is reported in writing to the Company within 24 hours of receipt of such material, the quantities as recorded on the documents of the Company will be deemed to be correct.

7. All goods must be accompanied be such papers, documents and invoices as are required for checking and accountancy purposes. Until the goods are checked, their receipt by the Company shall not be regarded as an acceptance of them.

8. Receipt of the goods shall mean satisfactory delivery to the Company at the place or places stipulated in the order.



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9. All goods must be adequately covered, parcelled and packed, having regard to the means of transportation proposed to be used and all packages must be marked with the Supplier's name, contents, and the Company's order number.
10. The Company shall be entitled to reject all or any portion of the goods if, on delivery, they are not wholly in conformity with the order and any quality control conditions applicable to the goods which have been advised to the Supplier. Responsibility for the quality of the goods will remain with the Supplier until such a time as they have been used in manufacture or erection.
11. The period of days specified in an order, for the purpose of cash discount, shall be calculated from the end of the month following the date of receipt by the Company of the goods.
12. By the execution of an order, the Supplier is deemed to warrant and represent that goods sold do not contravene the provisions of the Merchandise Marks Act, the Weights and Measures Act and any amendment thereto and regulations framed thereunder from time to time or any other laws, regulations or enactment's from time to rime in force (including Price Control regulations), relating to the manufacture, preparation, packing, labelling, handling, supply ,offer for sale and sale of the goods covered by the order. The Supplier further warrants and represents that such goods do Names, Registered Designs or Patents. The Supplier shall be responsible to the Company for all actions, claims for damages, costs, fines, penalties or other loss or damage sustained by the Company arising from a breach of the aforesaid warranties or any conditions herein set out.
13. These special conditions shall not in any way be deemed a waiver by the Company of any of its rights under the Common Law.
14. These terms and conditions shall apply without alteration or variation and shall override any statement to the contrary by the Supplier, whether verbal or contained in any written advises, invoices, statements or other documents.
15. No claim arising from the purchases by the Company of goods described in an order or of other goods which may, with the Company's concurrence, have been substituted for those goods, shall be capable of being ceded to any third party unless the Company has specifically and in writing consented to such cession. In the absence of such consent no purported cession of such claim shall be of any force or effect and payment of the amount of such claim to the Supplier's legal representatives shall completely extinguish it.