

**GENERAL TERMS AND CONDITIONS  
FOR PURCHASE OF GOODS AND/OR SERVICES**

1. **ACCEPTANCE.** Seller<sup>1</sup> has read and understands these General Terms and Conditions (the “Terms & Conditions”) and agrees that Seller’s acceptance or commencement of any work or service hereunder and any purchase order issued by Buyer referencing these Terms & Conditions (the “Purchase Order”) shall constitute Seller’s acceptance of these Terms & Conditions. All terms and conditions proposed by Seller which are different from, or in addition to, these Terms & Conditions are unacceptable and expressly rejected by Owens-Corning (India) Private Limited (“Buyer”), and shall not become a part of these Terms & Conditions. Buyer’s acceptance of, or payment for, Goods and/or Services will not constitute Buyer’s acceptance of any additional or different terms in any Seller’s Proposal/payment Invoice, unless otherwise accepted in writing by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, these Terms & Conditions shall prevail. Any modifications to these Terms & Conditions shall be made in strict accordance with Section 30.

2. **PRICES, SHIPPING AND BILLING.**

A. Seller shall sell to Buyer the goods (“Goods”) or services (“Services”) shown on the face of the Purchase Order at the price(s) specified thereupon (the “Price”). Except as otherwise provided in the Purchase Order, such Price shall be exclusive of applicable freight charges, taxes and duties.

B. Seller agrees: (i) to properly pack, mark and ship Goods in accordance with the requirements of Buyer and involve carriers in a manner to secure lowest transportation cost; (ii) to route shipments in accordance with instructions from Buyer; (iii) to make no charge for handling, packaging, storage, transportation or drayage of Goods unless otherwise stated in the Purchase Order; (iv) to provide with each shipment packing slips with Buyer’s Purchase Order number or other unique identifier specified by Buyer marked thereon; (v) to properly mark each package with the Purchase Order number or other unique identifier specified by Buyer, all information required under Section 7(B), the factory, plant and dock number, and, where multiple packages comprise a single shipment, to consecutively number each package; and (vi) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer’s instructions. Seller will include on bills of lading or other shipping receipts correct classification and identification of the Goods shipped in accordance with all applicable governmental rules and regulations. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the Goods purchased. Seller further agrees: (i) to promptly render, after delivery of Goods or performance of Services, correct and complete invoices to Buyer; and (ii) to accept payment by check or, at Buyer’s discretion, other cash equivalent (including electronic transfer of funds). The payment date and terms shall be as set forth on the face side of the Purchase Order. Time for payment shall not begin until correct and complete invoices are received, and any cash discount privileges to Buyer shall be extended until such time as payment is due.

3. **DELIVERY SCHEDULE.** Deliveries shall be made both in quantities and at times specified in the Purchase Order. Timely performance is of the essence. Buyer shall not be required to make payment for Goods delivered to Buyer which are in excess of quantities specified in the Purchase Order. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the Price of Goods covered by the Purchase Order. Where quantities and/or delivery schedules are not specified, Seller shall deliver Goods in such quantities and times as Buyer may direct in subsequent releases or within a reasonable period.

4. **PREMIUM SHIPMENT.** If Seller’s acts or omissions result in Seller’s failure to meet Buyer’s delivery requirements and Buyer requires a more expeditious method of transportation for the Goods than the transportation method originally specified by Buyer, Seller shall, at Buyer’s option (a) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (b) allow Buyer to reduce its payment of Seller’s invoices by such difference, or (c) ship the Goods as expeditiously as possible at Seller’s expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

5. **CHANGES.**

A. Buyer may, without charge, change or cancel any portion of the Purchase Order if Buyer gives Seller notice (i) for custom Goods or Services (i.e. supplied exclusively in accordance with Buyer’s designs or specification), at least sixty (60) calendar days prior to the delivery date, and (ii) for standard Goods and Services (i.e., all Goods and Services other than custom Goods and Services), at least fifteen (15) calendar days prior to the delivery date.

B. If Buyer changes or cancels any portion of the Purchase Order after the time periods specified in Section 5(A) above, Buyer shall be responsible for actual direct costs incurred by Seller as a direct result of such change or cancellation which are not recoverable by either (i) the shipment of Goods or provision of the Services affected to other parties within a reasonable time, or (ii) the exercise by Seller, in a commercially reasonable manner, of other mitigation measures.

C. Buyer may, effective upon notice to Seller, change (i) the drawings, designs or specifications for the Goods or Services, (ii) the method of shipment or packing of Goods, (iii) the place of delivery of Goods, (iv) description of Services to be performed, (v) time of performance of Services (i.e., hours of the day, days of the week, etc.), and (vi) place of performance of Services, at any time prior to shipment of corresponding Goods or performance of corresponding Services. If any such change directly affects the Prices or delivery schedules of Goods or Services, an equitable adjustment shall be made provided that Seller makes a written claim for an adjustment prior to shipment of the Goods or provision of the Services. Any claim by Seller for adjustment due to changes/cancellation must be asserted within thirty (30) days from the date of receipt of notification of the change. Notwithstanding the foregoing, if the Purchase Order is in support of a U.S. Government prime contract or subcontract, any claim by Seller for adjustment due to changes must be asserted within fifteen (15) days from the date of receipt of notification of the change. If the parties

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<sup>1</sup> The term “Seller” includes subcontractors, suppliers, vendors, contractors, and consultants.

are unable to agree upon the amount of the adjustment, acting reasonably and in good faith, Buyer may, without any liability, terminate the Purchase Order as to all Goods and Services affected.

D. Seller shall not, without the prior written consent of Buyer, make any process, drawing, design or specification changes affecting the Goods.

E. Any forecasts provided by Buyer are only an accommodation to Seller and shall not constitute a commitment of any type by Buyer.

F. Any changes to the Purchase Order shall be made in accordance with Section 30.

6. **INSPECTION.** Subject to Seller's reasonable confidentiality requirements, Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, Goods, materials and any property of Buyer covered by the Purchase Order. Buyer's inspection of the Goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Goods.

7. **NON-CONFORMING GOODS.** To the extent Buyer rejects Goods as non-conforming, the quantities under the Purchase Order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new or amended Purchase Order or other written instruction from Buyer. Non-conforming Goods will be held by Buyer for disposition in accordance with Seller's instructions and at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Goods, without liability to Seller. Payment for non-conforming Goods or Services shall not constitute an acceptance thereof, limit or impair Buyer's rights to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. **USE OF BUYER'S PREMISES.** Seller shall perform all work under the Purchase Order in such manner as not to interfere with use of any Site by Buyer, its employees, invitees, lessees, agents and contractors. Seller shall not cause or require any interruption of Buyer's manufacturing or other business operations. Seller shall not use any hazardous, dangerous or prohibited materials in connection with the work and shall not bring any such materials onto a Site without prior notice to Buyer and obtaining Buyer's prior written consent thereto. Seller shall take all necessary precautions (including those required by Buyer's safety and environmental regulations) to protect the Site and all persons and property thereon from damage or injury and shall assume responsibility for the taking of such precautions by Seller's and any sub-contractor's employees, agents, licensees and sub-contractors. Upon completion of the work Seller shall leave the Site clean and free of all tools, equipment, waste material and rubbish. Seller shall immediately notify Buyer if any person is injured or claims injury in connection with the work on any Site. For the purposes of these Terms & Conditions, "Site" shall be deemed to mean to any site of Buyer or Buyer's affiliates, which sites include but are not limited to jobsites, projects, facilities, plants, factories, offices, headquarters, warehouses, storing areas, and/or real property owned, leased, operated or otherwise under the control of the Buyer or its affiliates. Seller assumes all responsibility for any loss, injury or other claims that may arise out of its performance under the Purchase Order provided Buyer is not negligent.

9. **WARRANTY.** Seller warrants that the Goods and Services shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of the Purchase Order and to the applicable drawings, designs and specifications, if any, issued for manufacture, and shall be new and of the best quality, if no quality is specified. All Services shall be performed all Services shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest applicable industry standards. Unless the warranty period is otherwise extended, the following warranty shall apply: If, any time prior to (a) one (01) year from the date of Buyer's commercial use of the Goods, or (b) eighteen (18) months from the date of delivery of the Goods or Services, whichever occurs first, it appears that the Goods or Services, or any part thereof, do not conform to these warranties or to the specifications, and Buyer so notifies Seller within a reasonable time after its discovery, Seller shall promptly correct such nonconformity to the satisfaction of Buyer, at Seller's sole expense; failing which Buyer may reject or revoke acceptance, and cover by making any reasonable purchase of goods or services in substitution for those rejected and Seller will be liable to Buyer for any excess costs for such similar goods or services; or Buyer may proceed to correct Seller's nonconforming work by the most expeditious means available, the costs of which shall be for Seller's account; or Buyer may retain or utilize the nonconforming Goods or Services, as applicable, and an equitable adjustment reducing the order Price to reflect the diminished value of such nonconforming Goods or Services will be made. Seller's liability hereunder shall extend to all damages resulting from the breach of any of the foregoing warranties, including incidental damages, such as removal, inspection, costs of return or warehousing. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY.**

10. **DISCLOSURES.** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all component materials in the Goods purchased hereunder; (b) the amount of one or more component materials; and (c) information concerning any changes in or additions to such component materials. Seller shall immediately notify Buyer of any changes in or additions to any component materials in Goods ordered or delivered under the Purchase Order. Prior to and with the shipment of the Goods purchased hereunder, Seller agrees to furnish to Buyer, in all cases, sufficient warning and notice in writing (including appropriate labels on Goods, containers and packing) of any hazardous material which is an ingredient or a part of any of any of the Goods, together with such special handling instructions in a manner that is compliant with all Applicable Laws as may be necessary to advise carriers, Buyer, and their respective employees and agents of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers and packing shipped to Buyer.

11. **GOVERNMENTAL COMPLIANCE.**

A. Seller shall (i) comply with all statutes, ordinances, administrative orders, laws, rules and regulations applicable to its obligations under the Purchase Order and these Terms & Conditions ("Applicable Laws"), and (ii) furnish to Buyer any information required to enable Buyer to comply with such Applicable Laws in its use of the Goods and Services. Without limiting the generality of the foregoing, Seller shall at all times, at its own expense, obtain and

maintain all certifications, credentials, authorizations, licenses, and permits necessary to produce the Goods or perform the Services.

B. If the Purchase Order is issued in support of a U.S. Government prime contract or subcontract, Seller must comply with the flow down Federal Acquisition Regulation (“FAR”) clauses and any applicable agency supplements thereto in effect on the date of the Purchase Order and set forth in the Purchase Order and in Buyer’s “Supplemental Terms and Conditions – Flowdown Clauses for Goods and Services Purchased in Support of a Government Contract” available on Buyer’s website at [ocsupplier.owenscorning.net](http://ocsupplier.owenscorning.net) and identified as “Owens Corning – Supplemental Purchase Order Terms and Conditions” and which are incorporated herein by reference.

C. Without limiting the generality of this Section, Seller warrants that (i) each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act, and (ii) all Material Safety Data Sheets required to be provided by Seller for Goods shall be provided to Buyer prior to shipment of the Goods and shall be complete and accurate.

D. Seller hereby warrants, certifies and represents and agrees that neither the Goods nor any component of the Goods, (as defined in the Purchase Order or these Terms & Conditions): (i) contains any “class I substance”, as that term is defined in 42 USC Section 7671 (3) as now in existence or hereafter amended, or (ii) has been “manufactured with a process that uses” any “class I substance” within the meaning of 42 USC Section 7671j (d) (2) as now in existence or hereafter amended.

12. **SELLER'S INSOLVENCY.** Buyer may immediately cancel the Purchase Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event.

13. **TERMINATION FOR CHANGE OF CONTROL.** In addition to its other remedies, Buyer may, at its option, terminate the Purchase Order without any liability to Seller for a Change of Control of Seller. A “Change of Control” of Seller includes: (a) the sale, lease or exchange of all or a substantial portion of Seller’s assets, or the entrance into an agreement by Seller regarding the same; (b) the sale or exchange of more than 20% of Seller’s stock or other ownership interest (or of such other amount as would result in a change of control of Seller’s management and/or operations), or the entrance into an agreement regarding the same; (c) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller’s stock or other ownership interest (or of such other amount as would result in a change of control of Seller’s management and/or operations); or (d) any merger, consolidation or other similar transaction in which Seller is not the surviving entity or such transaction results in a change in ownership of 20% of Seller’s stock or other ownership interest (or of such other amount as would result in a change of control of Seller’s management and/or operations). Seller shall notify Buyer promptly in writing in the event of the earlier of (i) the entrance into an agreement, or (ii) the occurrence of an event, described above in this paragraph. In the event of a termination pursuant to this paragraph, Buyer shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.

14. **TERMINATION FOR CONVENIENCE.** Seller’s performance under the Purchase Order may be terminated by Buyer in whole, or, from time to time in part whenever Buyer shall elect. Any such termination shall be effected by delivery to Seller of a notice of termination for convenience (the “Notice of Termination for Convenience”) specifying the extent to which performance under the Purchase Order is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise: (a) immediately discontinue work on the date and to the extent specified in the notice; (b) place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (c) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Buyer of all orders to sub-suppliers or assign those orders to Buyer; and (d) assist Buyer upon request in the maintenance, protection, and disposition of property acquired by Buyer under the Purchase Order.

If claimed in writing within thirty (30) days after Notice of Termination, Buyer will pay to Seller an equitable adjustment to include: (a) all amounts due and not previously paid to Seller for the Goods completed in accordance with the Purchase Order prior to such Notice of Termination for Convenience, and for work thereafter completed as specified in such Notice of Termination for Convenience; (b) a reasonable amount for any Goods and materials then in production; provided that no such adjustment be made in favor of Seller with respect to any Goods which are Seller’s standard stock; (c) costs of settling and paying claims arising out of the canceled orders; and (d) a reasonable profit for costs incurred in the performance of the work terminated. Provided, however, that if it appears that Seller would have sustained a loss on the entire Purchase Order had it been fulfilled, no profit shall be included. Notwithstanding the foregoing, if the Purchase Order is issued in support of a U.S. Government prime contract or subcontract, Seller’s rights to a termination settlement shall be governed by FAR 52.249-2, “Termination for Convenience of the Government (Fixed-Price),” as modified in Buyer’s “Supplemental Terms and Conditions – Flowdown Clause for Goods and Services Purchased in Support of a Government Contract” available on Buyer’s website as referenced in Section 11(B) above.

The total sum to be paid to Seller under this clause shall not exceed the total Price as reduced by the amount of payments otherwise made and as further reduced by the portion of the Price applicable to the work not terminated, if any, and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which Seller agrees to waive.

15. **TERMINATION FOR DEFAULT.** Buyer may terminate the whole or any part of Seller’s performance of work under the Purchase Order in any one of the following circumstances: (a) if Seller fails to make delivery of the Goods or to perform the Services within the time specified therein or any extension thereof; (b) if Seller delivers or provides, as applicable, nonconforming Goods or Services; or (c) if Seller fails to perform any of its other obligations under the Purchase Order in accordance with the terms thereof or so fails to make progress as to endanger timely and compliant performance of its obligations under the Purchase Order. In the event of any such failure, Buyer will provide Seller with written notice of the nature of the failure and Buyer’s intention to terminate for default (“Default Notice”). In the event Seller does not cure such failure within 10 days of Seller’s receipt of the Default Notice, Buyer will provide

Seller with a written notice of termination for default (a “Notice of Termination for Default”). Notwithstanding the foregoing, if this Purchase Order is issued in support of a U.S. Government prime contract or subcontract, Buyer will provide Seller with a written Notice of Termination for Default in the event Seller does not cure such failure within 5 calendar days of such notice. In the event Buyer terminates the Purchase Order in whole or in part as provided in this clause, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated and Seller shall be liable to Buyer for any excess costs for such similar supplies or services, provided, that Seller shall continue the performance of the Purchase Order to the extent not terminated under the provisions of this clause. If, after the Notice of Termination for Default is delivered to Seller, it is determined for any reason that Seller was not in default, the rights, obligations and liabilities of the parties shall be the same as if the Purchase Order had been terminated by Buyer for convenience under Section 14 above.

16. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.**

A. Seller shall defend, indemnify, and hold harmless Buyer and its affiliates, subsidiaries, assigns, subcontractors, and customers from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of actions, suits or injuries of any kind or nature, arising from (i) any actual or claimed infringement of patents, trademarks, service marks, trade secrets, mask work rights, or copyrights with respect to Goods and/or Services, except to the extent that the infringement arises solely and directly out of compliance with Buyer’s written specification, or (ii) Seller’s failure to comply with the requirements of Section 16 (C) below.

B. Without limiting the generality of Section 16(A) above, if the use by Buyer or its affiliates, subsidiaries, assigns, subcontractors, or customers of any Good or Service is enjoined (“Infringing Product”), Seller shall at its expense use its best efforts to procure the right to continue using the Infringing Product. If Seller is unable to do so, Seller shall at its expense (i) replace the Infringing Product with a non-infringing product, (ii) modify the Infringing Product to be non-infringing, or (iii) if unable to replace or modify the Infringing Product, refund in full all costs paid by Buyer for the Infringing Product.

C. Seller shall remove from all Goods rejected, returned, or not purchased by Buyer, Buyer’s name and any of Buyer’s trademarks, tradenames, insignia, part numbers, symbols or decorative designs, prior to any other sale, use, or disposition of such Goods by Seller. Except as may be specifically authorized by Buyer in writing, no right or license to any Buyer-owned name, trade name, trademark or service mark or other identity shall be deemed to be granted to Seller by any provision hereof.

D. Unless stated otherwise by the Seller, Buyer may copy or reproduce documents and information furnished by Seller in connection with Seller’s proposal and with the Purchase Order and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining or licensing Buyer’s project. Seller is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend Buyer against any and all claims, suits or proceedings based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by Buyer.

E. Except as required by the Purchase Order, Seller shall not use or disclose any Confidential Information, as defined below, of Buyer which is obtained from Buyer or otherwise prepared or discovered. “Confidential Information” includes, without limitation, all information designated by Buyer as confidential, all information or data concerning Buyer’s products (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods and processes), information obtained through access to any Information Systems (“Systems”) (e.g. computers, networks, voice mail, etc.) and any information which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential.

In consideration for access to Buyer’s Confidential Information, it is understood and agreed by Seller and Buyer that all Confidential Information related to the Purchase Order and acquired by Seller during the course of the Purchase Order from any source whatsoever, including the patentable or unpatentable work product developed by Seller, is the property of Buyer, which shall be held by Seller, its subcontractors, if any, and their respective employees and agents in strict confidentiality, to the extent that it is not legitimately in the public domain. The Confidential Information shall be used by Seller, its subcontractors, if any, and their respective employees and agents for the sole purpose of providing Goods and/or Services hereunder and shall not be otherwise used by Seller, its subcontractors, if any, and their respective employees and agents or disclosed by them to third parties. Seller agrees to return all such Confidential Information and copies thereof to Buyer upon request, and assist Buyer in the protecting and perfecting of Buyer’s rights in such Confidential Information. The duty of confidentiality imposed upon Seller, its subcontractors, if any, and their respective employees and agents by this Section 16 shall expressly survive termination of the Purchase Order. Title to all Confidential Information, including but not limited to, any drawings, prints, reports, manuals, calculations, photographs, devices or other work product or materials which may be furnished by Buyer or learned by Seller, its subcontractors, if any, and their respective employees and agents in connection with the Purchase Order shall at all times remain with Buyer.

Should the work performed by Seller for Buyer result in any patentable process, apparatus, product, compositions of matter, computer software or other proprietary items relating to the business of Buyer, Seller will assign and does hereby assign to Buyer all rights to said process, apparatus, product, composition of matter, computer software, or other proprietary items and to any patents of proprietary coverage which Seller may obtain thereon and will assist Buyer in the completion and signing of all documents necessary to obtain such patents or proprietary coverage at the expense of Buyer; provided, that if the work performed by Seller includes producing or providing copyrightable subject matter, including but not limited to software, both parties agree that the work shall be considered a work made for hire, whereby the parties agree to the assignment of the entire copyright. To the extent such copyrightable subject matter does not qualify as a work made for hire under U.S. Copyright Law, Seller will assign and does hereby assign to Buyer all rights to said copyrightable subject matter. Seller will at its own expense, obtain assignment to Buyer of the entire right, title, and interest in copyrights to such subject matter or software, including licenses to the underlying software, in all jurisdictions.

The parties realize that the Confidential Information is valuable to Buyer, and there is no adequate remedy at law for a breach of these terms, and Buyer will be entitled to an injunction to prevent and restrain the use of Confidential Information other than as authorized herein in addition to any other remedies Buyer may have at law or equity. Seller shall include in any subcontract executed to provide Goods or perform Services under the Purchase Order provisions imposing upon its subcontractors substantially the same duties as are imposed by this Section 16. Such provisions shall expressly inure to the benefit of Buyer.

(f) Seller shall implement commercially reasonable administrative, physical, and technical measures including disaster recovery procedures designed to secure any Buyer data against accidental or unlawful loss, access or disclosure. If any Buyer data is to be stored in the cloud or be accessed through an internet facing application, then Seller shall be required to be in compliance with the then current Owens Corning IT Security Requirements which are available upon request. If Seller shall connect to any Buyer network via Seller's equipment in order to retrieve or send data back to Seller, Seller shall be required to be in compliance with Owens Corning's IT Non-Standard Equipment requirements which are available upon request.

(g) In the event of any disclosure or loss of, or inability to account for, any Buyer Confidential Information, Seller shall notify Buyer immediately upon becoming aware of such disclosure or loss.

(h) Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods or Services covered by the Purchase Order.

17. **INDEMNIFICATION.** Seller shall defend Buyer, its affiliates, and the respective officers, directors, employees, and agents (collectively with affiliates, "Related Parties" and, altogether with Buyer, "Buyer Parties") of Buyer and its affiliates against all third-party claims (whether filed, alleged or otherwise) (collectively, "Claims"), and indemnify and hold harmless the Buyer Parties against all liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by Buyer Parties, in each case alleging, relating to or caused by: (a) any act or omission in performing under the Purchase Order and/or these Terms & Conditions, or any event that constitutes a breach of the Purchase Order and/or these Terms & Conditions, by Seller or any of its Related Parties (collectively, "Seller Parties"), including any injury to or death of any person, or damage to or destruction of any property, in each case due to any nonconformance of any Goods or Services delivered or performed under the Purchase Order and/or these Terms & Conditions; or (b) any negligent act or omission by any Seller Party.

To the extent permitted by law, Seller hereby knowingly, intentionally and voluntarily agrees to waive any immunity from suit which it may enjoy under applicable worker's compensation laws or constitution of any state or otherwise, to the extent necessary to permit Buyer to be fully indemnified and held harmless hereunder. Seller further agrees that Buyer shall not be liable for and hereby knowingly, intentionally and voluntarily releases Buyer from all liability to Seller's insurance carrier or carriers or to anyone claiming under or through Seller by reason of subrogation or otherwise.

This Section 17 shall survive termination of the Purchase Order for any reason whatsoever.

18. **BUYER'S LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PURCHASE ORDER, THE MAXIMUM LIABILITY, IF ANY, OF BUYER FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM BUYER'S BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER UNDER THE PURCHASE ORDER. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS.

19. **INSURANCE.**

A. Seller agrees to procure and maintain policies of insurance, as per standard industry practice, for the benefit of Buyer.

B. Concurrently with the execution of a Purchase Order, Seller shall furnish Buyer with certificates of insurance naming Buyer as an additional insured and evidencing the above coverage setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller, and such certificates will provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any cancellation or reduction in the amount or scope of coverages. Replacement certificates of insurance shall be sent to Buyer prior to expiration of insurance as long as the Purchase Order or these Terms & Conditions continue. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this the Purchase Order or these Terms & Conditions. In the event of Seller's breach of this provision, such breach shall be considered a material breach of this the Purchase Order or these Terms & Conditions, and Buyer shall have the right to terminate the Purchase Order and cancel the undelivered portion of any Product covered by any Purchase Order and shall not be required to make further payments except with respect to Product delivered prior to termination.

20. **REMEDIES.** The rights and remedies reserved to Buyer in these Terms & Conditions shall be cumulative, and additional to all other rights and remedies provided in law or equity.

21. **DUTY DRAWBACK RIGHTS.** The Purchase Order and these Terms & Conditions include all related customers' duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

22. **ADVERTISING; PUBLICITY.** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or Services herein ordered, or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision Buyer shall have the right among others to cancel the undelivered portion of any Goods or Services covered by the Purchase Order and shall not be required to make further payments except for conforming Goods delivered or Services rendered prior to cancellation.

23. **LIENS.** Only Seller may exercise statutory lien rights. Seller hereby agrees to include in each subcontract pertaining to the Purchase Order, and to cause any subcontractors to include in each sub-subcontract, a provision that subcontractors', laborers', mechanics' and materialmen's liens are not permitted. To the fullest extent permitted by law, Seller shall defend, indemnify and save harmless Buyer from laborer's, mechanics' and materialmen's liens upon materials, equipment, work in progress or the premises on which the work is to be performed under the Purchase Order. Buyer may at any time withhold payments due to Seller until Seller submits signed lien waivers and from all persons entitled to assert any such lien, and Buyer may withhold from such payments such amounts as Buyer may consider sufficient to establish a reasonable reserve to cover any liens not so waived.

24. **FORCE MAJEURE.** Neither party will be responsible for any failure or delay in the performance of all or any part of the Purchase Order and/or these Terms & Conditions caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts, epidemics, pandemics or other similar causes or circumstances which cannot reasonably be prevented by the party whose performance is delayed. However, the party so affected shall promptly give written notice to the other party whenever such contingency or other act becomes reasonably foreseeable, and shall use commercially reasonable efforts to overcome the effects of the contingency as promptly as possible, and shall promptly give written notice to the other party of the cessation of such contingency.

If allocation of Product becomes necessary, Seller shall allocate its available production and inventories to contract customers, including Buyer, in a fair and equitable manner. All shipments must be made from Seller's designated plant unless a change is authorized by Buyer in writing.

Non-performance by a party due to an event listed in Section 24 above for a period of thirty (30) or more consecutive days, shall entitle the other party, in addition to any other rights and remedies it may have hereunder or by law, to terminate the Purchase Order upon written notice to the non-performing party.

25. **NON-WAIVER.** Failure by Buyer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Seller in the event of breach, or the acceptance of or payment for any Goods or Services hereunder, or review of design, shall not release Seller from any of the warranties or obligations of the Purchase Order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such Goods or Services regardless when shipped, received, accepted or performed, or as to any prior or subsequent default hereunder, nor shall any termination of the Purchase Order by Buyer operate as a waiver of any of the terms hereof. A requirement that a Seller furnished document is to be submitted for or subject to "Authorization to Proceed," "Approval," "Acceptance," "Review," "Comment," or any combinations of such words or words of like import shall mean unless the Purchase Order or these Terms & Conditions clearly indicates otherwise, that the Seller shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests, or construction methods or materials developed or selected by Seller and shall not relieve Seller from full compliance with requirements of the Purchase Order.

26. **NON-ASSIGNMENT.** Seller may not assign its rights or delegate its obligations or subcontract in whole or in part the Purchase Order and/or these Terms & Conditions or any of the work to be performed under the Purchase Order without Buyer's prior written consent. Buyer shall have the right to assign the Purchase Order or these Terms & Conditions to (i) an affiliate, subsidiary or parent of Buyer; (ii) an entity with which Buyer or its parent entity is merged or consolidated; or (iii) an entity which purchases all or substantially all of Buyer's assets by stock purchase or otherwise ("Permitted Assignment"). Any assignee under a Permitted Assignment shall be entitled to all of Buyer's rights and interest under the Purchase Order or these Terms & Conditions.

27. **RELATIONSHIP OF PARTIES.** Seller shall be an independent contractor with respect to the production of all Goods and performance of all Services under the Purchase Order, and Seller shall not be deemed for any purpose to be the employee, agent, servant, or representative of Buyer in the production of any Goods or performance of any Services or part thereof. Buyer shall have no direction or control of Seller except in the result to be obtained. The Goods and Services contemplated in the Purchase Order shall meet the approval of Buyer and be subject to the general right of inspection by Buyer to secure the satisfactory completion thereof. Unless specifically authorized in writing, Seller shall have no authority to bind, commit or cause Buyer, or any of its subsidiaries or affiliates, to enter into any agreement. Further, neither party shall have any authority to disburse funds, directly or indirectly, in the name of or on behalf of the other party or any of its subsidiaries or affiliates. Each party shall conduct its affairs in such a manner that third parties cannot reasonably form a belief that such party has the authority to bind or commit the other party, or any of its subsidiaries or affiliates, under any agreement of any kind. Nothing contained in the Purchase Order or these Terms & Conditions shall be construed as constituting Seller or Buyer as the franchiser, franchisee, partner, broker, joint venturer or agent of the other.

28. **GOVERNING LAW; JURISDICTION AND DISPUTE RESOLUTION.**

A. These Terms & Conditions and all Purchase Orders, and all disputes, controversies, and claims arising out of or relating to the Purchase Order and these Terms & Conditions, or the breach, termination, or invalidity of, and claims arising out of or relating to the (each, a "Dispute") are governed by the laws of India, without regard to its conflict-of-laws provisions. The courts of Mumbai alone, to the exclusion of any other, shall have the jurisdiction.

B. If the Parties are unable to resolve the Dispute within one (01) month from the date when the Dispute arises, the Dispute shall be submitted to arbitration as applicable under the Indian Arbitration and

Conciliation Act, 1996. The proceedings shall be conducted in Mumbai, Maharashtra, India in the English language. The number of arbitrator shall be one to be jointly appointed by the Parties. The award of the arbitrator shall be final and binding upon the Parties. Any monetary awards shall be stated in Indian Rupees. Judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement. The Parties hereby agree that if it becomes necessary for any Party to enforce an arbitral award by legal action or additional arbitration, the Party against whom the award is being enforced shall pay and discharge all reasonable costs, expenses and attorney's fees, including any additional litigation or arbitration expenses incurred by the Party seeking to enforce the award. The Parties agree that, notwithstanding the existence of a Dispute, but subject to the right of the Parties to seek conservatory or interim relief from the Tribunal or any court of competent jurisdiction, pending resolution of such Dispute by mutual agreement of the Parties or by the Tribunal, they shall continue to perform their respective obligations under this Agreement unless otherwise directed by the Tribunal or such court, or such performance is rendered impossible having reference to all of the circumstances of the Dispute.

29. **SEVERABILITY.** If any term or provision of the Purchase Order or these Terms & Conditions is deemed invalid, illegal, or unenforceable in any jurisdiction by any court of competent jurisdiction or under any statute, regulation, ordinance executive agreement or other rule of law, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Purchase Order or these Terms & Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, then such provision shall be deleted or modified, at the election of Buyer and Seller, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule and the remaining portions of the Purchase Order or these Terms & Conditions shall remain in full force and effect.

30. **ENTIRE AGREEMENT.** These Terms & Conditions, together with the terms found on the face of the Purchase Order, attachments, exhibits, or supplements, specifically referenced in the Purchase Order, constitute the entire agreement between Seller and Buyer with respect to the matter contained herein, and supersede all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. These Terms & Conditions and the Purchase Order may only be modified, amended or changed by a purchase agreement amendment/alteration issued by Buyer and signed by both Buyer and Seller.

31. **PRIORITY.** In the event of any inconsistency among the referenced documents, attachments, drawings, specifications or other provisions of the Purchase Order and these Terms & Conditions, the following agreement of precedence shall apply: (a) special terms and conditions contained on the face of the Purchase Order; (b) terms and conditions herein; (c) specifications; (d) drawings; and (e) all other attachments or documents incorporated herein by reference.

32. **EXPORT CONTROLS AND ECONOMIC SANCTIONS.**

A. Seller agrees to comply with all applicable export and re-export control laws and regulations, including but not limited to the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control ("OFAC Regulations") or the Department of State's Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union or any other government.

B. Seller shall be responsible for maintaining a current registration with the Department of State (if it is engaged in the manufacture or ITAR-controlled defense articles) and for obtaining any license required under the EAR, ITAR, OFAC Regulations, or other export control or economic sanctions regime required for the sale at issue to Buyer. Seller will identify in writing to Buyer those items, technology, and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the classification of items under the applicable export control regimes (e.g., Export Control Classification Numbers under the Commerce Control List or Categories under the U.S. Munitions List), the applicability of license exceptions, and licenses obtained by Seller. If the articles or technical data are sourced from outside the United States, or are otherwise subject to the export control laws of a country other than the United States, it is the responsibility of the Seller to so notify Buyer and to comply with all export control regulations of that country as related to the sale or transfer of the article.

C. Any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, CAD information, and other technical documents or electronic information related to the production, manufacture, or maintenance of a controlled article) that is provided to Buyer shall be appropriately labeled as controlled pursuant to either the ITAR or the EAR. Any controlled technical data that is communicated to Buyer shall be provided using secure communication protocols designed for the purpose of complying with the export control regulations. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.

D. Seller agrees that no Goods, technology, or software supplied are sourced from or originate from (i) any country or government subject to U.S. or EU economic sanctions; (ii) any person designated as a Specially Designated National by OFAC, any person blocked by the EU pursuant to EU economic sanctions, or blocked pursuant to any other economic sanctions regime; or (iii) any person who is restricted or debarred pursuant to the ITAR, the EAR, or the U.S. Department of Defense Federal Acquisition Regulations.

E. Buyer shall notify Seller if a product being purchased is a defense article subject to the ITAR or a dual-use item that is subject to the 600-series controls of the EAR is to occur. If such notification occurs, Seller is responsible for safeguarding all ITAR- or EAR-controlled technical data until the article at issue is received by Buyer, that it receives, including for both the export of the technical data to a non-U.S. destination and allowing its access by a non-U.S. national within the United States. Seller will also safeguard the physical security of any defense articles or 600-series articles produced, including both within its facility and while being shipped, to ensure the defense or 600-series article cannot be accessed by a non-U.S. national and is not shipped to a foreign country, without an appropriate license from the State or Commerce Department. Where the Seller is arranging shipping of a controlled article, it is the

responsibility of the Seller to use a carrier that maintains procedures designed to comply with the requirements of the export control regulations, and to provide any required notifications to the carrier that the shipment involves a controlled article.

F. If the Seller is a signatory to a Technical Assistance Agreement or a Manufacturing License Agreement with Buyer, Seller is required to provide prompt notification of any changed circumstances that would require modification to the terms of such an agreement, including any potential violation of the terms of such agreement, any ineligibility to export, any Department of State investigation into export control violations, any self-disclosure of potential export controls violations, any addition of non-U.S. personnel to any project covered by such agreement, or any other circumstances that affect the ability of Seller to perform pursuant to the terms of such agreement.

G. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked by the United States Government.

H. Seller shall ensure that it prepares and provides an invoice for each shipment that would allow Buyer to comply with the export requirements of U.S. Customs & Border Protection (“CBP”). Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this Purchase Order and provide the following information: (i) the name and address of the Seller; (ii) the terms of sale; (iii) the total quantity of Goods being shipped; (iv) a description of the Goods being shipped; (v) the country of origin of the Goods; (vi) the valuation of the Goods; (vii) the currency in which the Goods are priced; and (viii) any discounts that have been included for the shipment, if not reflected in the unit price.

I. Seller shall promptly notify Buyer of any suspected export control or economic sanctions violation. Seller agrees that it will fully cooperate in any export controls investigation related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Buyer in the investigation of any suspected violation, following reasonable notice by Buyer.

J. Seller agrees to indemnify Buyer for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Seller’s breach of any of the export control or economic sanctions provisions within this Section 32.

33. **SUPPLIER CODE OF CONDUCT; SUSTAINABILITY.** Buyer has adopted a Supplier Code of Conduct (“Code”), the full text of which can be found on Owens Corning’s Sustainability portion of its website which can be found at [www.owenscorning.com](http://www.owenscorning.com). Seller acknowledges that Buyer intends to create and maintain relationships with suppliers and vendors that embrace and adhere to the same or higher principles as embodied in the Code. Seller shall comply with the Code or any substantially similar code that is at least as restrictive. Seller shall further cooperate and respond to all reasonable inquiries, questionnaires and requests for information from Buyer with respect to Seller’s adherence to the Code.

34. **COMPLIANCE WITH ETHICAL PRACTICES.** Buyer is committed to observing applicable anti-corruption laws of the countries in which Buyer and its affiliates operate, including the United States Foreign Corrupt Practices Act, UK Bribery Act, and any other applicable laws dealing with bribery or corrupt practices (collectively, the “Ethical Practices Laws”).

A. In carrying out its responsibilities under the Purchase Order and these Terms & Conditions, neither Seller, nor any of its affiliates, subsidiaries and their respective equity holders, partners, officers, directors, employees, representatives, affiliates, sub-contractors, or other agents, shall directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of any financial or other advantage or anything else of value to:

(i) any official or employee of any government, or any department, agency, or instrumentality thereof, any political party or official thereof, any candidate for political office, any official or employee of any public international organization, or any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, party, or organization, in each case for the purpose of (1) influencing or rewarding any act or decision of such official, employee, party or candidate, or (2) inducing such official, employee, party or candidate to do or omit to do any act in violation of his or her lawful duty, or (3) inducing such official, employee, party or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, or (iv) securing any improper advantage for Buyer; or

(ii) an officer, employee, agent, or representative of another company or organization, without that company’s or organization’s knowledge and consent, with the intent to influence the recipient’s action with respect to his or her company’s business, or to gain a commercial benefit to the detriment of the recipient’s company or organization, or to induce the recipient to violate a duty of loyalty to his employer.

B. No payment, promise to pay, authorization, offer or gift of the sort described in this Section 34 has been made in connection with the promotion of the business interests of Buyer.

C. Seller shall at all times be bound by and strictly comply with all Ethical Practices Laws or such laws which in any manner prohibit the giving of anything of value to any official, agent or employee of any government, political party or public international organization, candidate for public office, or to any officer, director, employee or representative any commercial counterparty.

D. In the event that Buyer has evidence that Seller has been accused of, has pending charges for or is otherwise penalized for, the violation of the Ethical Practices Laws, then Buyer shall maintain the right to terminate the Purchase Order with immediate effect.

35. **SECURITY.** Seller shall cause it, its personnel, and/or its subcontractors, to abide by the specific security requirements applicable to any Site. In addition to any Site-specific security requirements, Seller shall cause it, its personnel, and/or its subcontractors to comply with the following, and Buyer shall have the right to remove any individual Buyer determines in its sole discretion to be in violation of any of the following:

A. Buyer prohibits all physical violence to persons and property, direct or implied threats of physical violence, and behavior that could reasonably be interpreted as an intent to cause physical harm.

B. Possession of firearms and other lethal weapons is strictly prohibited on Sites. This includes, but is not limited to: firearms, knives, explosives, and other items that may be defined as lethal by local law.

C. Buyer must be notified by Seller of emergencies or incidents giving rise to an inference of unethical conduct and/or conduct in violation of the Code with regard to emergencies or such incidents that occur on a Site and/or that may affect Buyer, including, but not limited to: theft, breaking and entering, acts or threats of workplace violence, intentional property damage, substance abuse (drugs or alcohol), trespassing, suspicious activity, dangerous substances or devices, or unauthorized filming or photography.

D. When entering and exiting a Site, Buyer reserves the right to search the following of Seller and/or its personnel: vehicles and belongings, including personal effects such as lunch boxes, purses, backpacks, and toolboxes.