

## Article 1 - Applicability

- 1.1 In these general terms of sale and delivery, the terms below will have the following meaning:
- "Rockwool": Rockwool BV, a private limited liability company, registered in the Dutch Commercial Register under number 13014428, or one of its affiliated companies;
  - "product" or "products": items, systems and/or software offered or supplied by Rockwool;
  - "service" or "services": services offered or supplied by Rockwool;
  - "Customer": a natural person or legal entity, who or which issues an assignment to Rockwool or who or which places an order for the supply of products and/or services.
- 1.2 These terms apply to all quotations of Rockwool and/or to all agreements concluded with Rockwool, as well as the performance of such.
- 1.3 These terms are applicable to the exclusion of any terms used by the Customer or a potential Customer.
- 1.4 The Customer may only rely on conditions which differ from these terms if and in so far as these have been accepted in writing by Rockwool.

## Article 2 - Quotations, orders and contracts

- 2.1 All quotations by Rockwool are free of engagement. Orders and acceptances of quotations by the Customer are irrevocable.
- 2.2 Rockwool is only bound if it has confirmed acceptance of the offer in writing or has commenced execution.
- 2.3 Any inaccuracies or alleged inaccuracies in Rockwool's order confirmation should be communicated to Rockwool in writing within two days of the date of the confirmation, failing which the order confirmation will be considered to be an accurate and complete representation of the agreement and the Customer will be bound to it.
- 2.4 Verbal undertakings or agreements by or with its staff bind Rockwool only after and in so far as Rockwool has confirmed this in writing.
- 2.5 These general terms are applicable in full to any changes in the contract.

## Article 3 - Conformity

- 3.1 Indications of quantities, quality, performances and/or other characteristics relating to Rockwool's products are prepared with as much care as possible, but Rockwool cannot guarantee that deviations will not occur. These indications must therefore be considered approximations and are not binding. The Customer should check conformity with quantities, quality, performances and/or other characteristics stated by or agreed with Rockwool when the products are taken possession of.
- 3.2 Illustrations, descriptions, catalogues, advertising material and quotations do not bind Rockwool.
- 3.3 The Customer must make certain that the products to be ordered and/or ordered by him and the associated packaging, labelling and other information comply with all the regulations laid down in this respect by the authorities in the country of destination. The use of the products and their conformity with the government regulations is at the risk of the Customer.

## Article 4 - Data and indemnity

- 4.1 The Customer guarantees the correctness, completeness and reliability of the data and information supplied to Rockwool by him or on his behalf. Rockwool is only obliged to (continue) to execute the order if the Customer has provided all the data and information reasonably required by Rockwool. Furthermore, if data necessary for performance of the contract is not available to Rockwool, or is not available on time or in accordance with the agreements, or if the Customer fails to fulfil his obligations in some other way, Rockwool has the right to charge for the costs incurred as a result in accordance with its usual rates.
- 4.2 If an order has to be executed according to designs, drawings or other instructions from the Customer, Rockwool will charge the Customer a separate price for this, unless otherwise agreed in writing.
- 4.3 In the case of treatment or processing or the making up of Rockwool semi-manufactures by or on behalf of the Customer, this will be done with due regard for the intellectual property rights of Rockwool and/or third parties. The Customer guarantees that the third parties brought in by him comply with this obligation. The Customer indemnifies Rockwool for all claims by third parties arising out of such treatment or processing or the making up and the consequences arising from the use of these treated or processed or made-up items.
- 4.4 In addition, the Customer will indemnify Rockwool as well as Rockwool employees for claims by third parties, including Rockwool employees, who suffer loss or harm in connection with performance of the contract as a result of the actions of the Customer or his failure to act, the incorrectness or incompleteness of data or information supplied by or on behalf of the Customer and/or unsafe situations in his firm or organisation.

## Article 5 - Descriptions, models and resources

- 5.1 Quotations issued by Rockwool, as well as drawings, calculations, descriptions, models, recommendations, specifications and other information produced or supplied by Rockwool, tools, designs, lists of materials, (test) products, (test) equipment or (test) software made available by Rockwool remain the property of Rockwool, irrespective of whether the cost of them is charged to the Customer.

- 5.2 The copyright and/or other intellectual property rights in all items, recommendations etc, as referred to in 5.1, which are produced by Rockwool, whether or not on behalf of the Customer, or which are supplied to the Customer, belong to Rockwool.
- 5.3 The items, recommendations etc referred to in 5.1 and 5.2 may not be copied or made public in full or in part without the approval of Rockwool and may not be shown to third parties, made available, disposed of or mortgaged, except with the written approval of Rockwool.
- 5.4 Rockwool retains the exclusive right in the information which is contained in the items, recommendations etc referred to in 5.1 and 5.2, even if the cost of them has been charged to the Customer.

## Article 6 - Software

- 6.1 If Rockwool makes software available to the Customer, a non-exclusive right to use the software is in this way granted to the Customer by Rockwool. The provisions laid down elsewhere in these general terms remain applicable, unless and in so far as Article 6 provides otherwise.
- 6.2 The Customer will at all times comply strictly with the restrictions on use agreed with Rockwool. The Customer's right of use relates exclusively to the right to load and run the software.
- 6.3 The software may be used by the Customer exclusively in his own business or organisation on the processing unit and for a certain number or type of users or connections, for which the right of use is given. The right of use may only relate to several processing units and/or users in so far as this has been agreed in writing with Rockwool.
- 6.4 The right of use is non transferable. The Customer is not permitted to sell, hire out, copy, sub-licence, dispose of the software and data carriers on which it is recorded, or to establish restricted rights over them or to make them available to a third party in any way or for any purpose whatsoever, not even if the third party in question uses the software exclusively on behalf of the Customer.
- 6.5 The Customer will not change the software other than for the purpose of repairing faults and will not use it in connection with processing data on behalf of third parties. The source code of the software and the technical documentation produced during development of the software are not made available to the Customer.
- 6.6 Immediately after the right to use the software has ended, the Customer will return all copies of the software in his possession to Rockwool.
- 6.7 Rockwool is never liable for any damage arising out of or connected with the use of the software and for corrupt or lost data, unless it is a question of intent or gross fault on the part of Rockwool.
- 6.8 If and in so far as Rockwool makes software from third parties available to the Customer, the terms of those third parties will apply in respect of that software, in addition to these general terms. The Customer accepts the said terms of third parties.
- 6.9 Rockwool is permitted to use technical measures to protect the software. If Rockwool has used technical protection to secure the software, the Customer is not permitted to remove or evade such protection.
- 6.10 The Customer guarantees that no third party rights preclude equipment, software or materials being made available to Rockwool for the purpose of use or processing, and the Customer will indemnify Rockwool for any action which is based on the allegation that making available, use or processing in this way constitutes an infringement of any third party right.

## Article 7 - Consultancy

- 7.1 Rockwool shall try to the best of its ability to achieve the results intended with its recommendations, calculations, drawings and other information supplied, but it does not give any guarantee of this. All recommendations made by Rockwool and also all calculations, drawings and other specifications or information supplied by Rockwool (for example, concerning qualities, capacities and/or results) are therefore completely free of engagement and are supplied by Rockwool by way of non-binding information.
- 7.2 Rockwool is not liable for any direct or indirect loss or damage, in any form and for any reason whatsoever, arising out the advice and/or information referred to in 7.1, except in the case of intent or gross fault by Rockwool. The Customer indemnifies Rockwool for all claims by third parties in this respect.
- 7.3 The Customer will treat all recommendations, calculations, drawings, quotations and other information supplied by Rockwool as strictly confidential and will only use them for the purpose for which the recommendations, calculations, drawings, quotations and/or other information is intended.
- 7.4 The Customer is not permitted to copy, record or make public the content of recommendations, calculations, drawings, quotations and/or other information supplied by Rockwool without the prior written permission of Rockwool, or in any other way to make them available to third parties, inform third parties of them or to offer them any such opportunity.

## Article 8 - Intellectual property

- 8.1 All intellectual and industrial property rights relating to the products and the design thereof, software of Rockwool and items developed, manufactured or issued and/or used by Rockwool during the performance of the agreement, including quotations, drawings, packagings, manuals, advertising material and images, are vested in Rockwool.

- 8.2 The Customer is prohibited from removing or changing any indication relating to copyright, trade marks, trade names or other rights of intellectual or industrial property relating to the products, software and/or other items of Rockwool.
- 8.3 Rockwool guarantees that the products supplied by it do not as such infringe Netherlands patent rights of third parties. If Rockwool nevertheless has to acknowledge that or if the Netherlands court finds in a final and conclusive judgment in a legal action against Rockwool that products supplied by Rockwool do in fact infringe a Netherlands patent, then Rockwool will replace the goods concerned with products which do not constitute an infringement, or acquire a licence right under the patent concerned, or take back the products concerned subject to repayment of the price paid for them, less the depreciation regarded as usual, at the option of and solely at the discretion of Rockwool. In that case, Rockwool does not owe the Customer any further compensation and is not obliged to indemnify the Customer in this respect in legal or other proceedings.
- 8.4 If an order has to be executed in accordance with designs, drawings or other instructions from the Customer, the Customer guarantees that this does not result in an infringement of the intellectual or industrial property rights or other rights of third parties. The Customer indemnifies Rockwool for all claims of third parties resulting from an infringement of their intellectual or industrial property rights, whether or not these relate to compensation.

## Article 9 - Prices

- 9.1 Prices quoted by Rockwool or agreed with Rockwool include packaging costs, but exclude VAT, import and export duties, excise duties and other taxes or levies imposed or charged in relation to the products and their transport, unless explicitly stated otherwise.
- 9.2 Prices quoted by Rockwool are calculated for delivery by Rockwool within the Netherlands, including Texel but excluding the other Frisian Islands. With regard to delivery by Rockwool outside the Netherlands, the prices as indicated in the valid price lists for that country or in quotations by Rockwool are applicable.
- 9.3 Rockwool is entitled to charge a supplement to cover order and administration costs for orders below a size fixed by Rockwool, in accordance with the rules applicable at Rockwool at the time the contract is concluded.
- 9.4 With regard to products which have not yet been delivered, Rockwool reserves the right to alter selling prices, discounts and/or terms of sale in respect of the prices, discounts and/or terms of sale applicable on the day of the delivery. In that case, the Customer has the right to cancel the contract, in so far as it has not already been executed, by means of a registered letter sent to Rockwool within 8 days of notification of the change, unless the change is to his advantage.
- 9.5 If cost-determining factors, including taxes, excise duties, import duties, exchange rates, wages, the prices of goods and/or services (whether or not obtained from third parties by Rockwool), change after the offer and/or the conclusion of a contract, Rockwool is entitled to adjust the prices accordingly.
- 9.6 If Rockwool undertakes to perform additional services without a price expressly being laid down in the agreement for that purpose, it will be entitled to charge a reasonable fee for those additional services.

## Article 10 - Delivery time and delivery

- 10.1 Quoted and agreed delivery times are approximate and should never be regarded as a deadline. Exceeding a delivery time does not oblige Rockwool to pay compensation, nor does it give the Customer the right not to comply with or to suspend its obligations arising out of the contract. However, the Customer is entitled to cancel the contract if and in so far as Rockwool does not execute the order within a reasonable period set by the Customer, which is at least equal to the delivery time initially quoted or agreed. In that case, Rockwool will not owe any compensation.
- 10.2 The delivery time is based on the work conditions applicable at the time the contract is concluded and on prompt delivery of the items required by Rockwool in order to comply with the contract. If a delay occurs as a result of a change in work conditions and/or the late delivery of items required by Rockwool, the delivery time will be extended in so far as this is necessary.
- 10.3 The delivery time will be extended by the length of the delay which occurs on the part of Rockwool as a result of non-compliance by the Customer with any obligation arising out of the contract or cooperation requested from him with regard to performance of the contract.
- 10.4 The delivery of products occurs at the time that the products are set aside on behalf of the Customer. The products are at the risk and for the account of the Customer with effect from the delivery, even if ownership has not been transferred.
- 10.5 Rockwool determines the way in which and by whom the products are transported, unless otherwise agreed in writing. If the Customer requests an alternative mode of transport, the additional costs resulting from this mode of transport will be charged to the Customer.
- 10.6 Transport is undertaken at the risk of the Customer. Unless agreed otherwise, the Customer should insure the transport.
- 10.7 The Customer is obliged to accept the products immediately after arrival at the place of destination. The Customer shall make provision for adequate loading and unloading facilities and for rapid unloading.
- 10.8 Loading and unloading as well as wrapping up, repacking and packing are for the account of and at the risk of the Customer, even if Rockwool provides assistance in this.

- 10.9 If the Customer does not accept the products or does not come to collect them or have them collected, they will be stored for the account of and at the risk of the Customer for as long as Rockwool deems desirable and/or necessary. In this case, and also in the case of any other (attributable) fault on the part of the Customer, Rockwool at all times has the authority to require compliance with the contract, or to cancel the contract (extra-judicially), at the option of Rockwool and without prejudice to its rights to compensation for the loss suffered and the profit lost, including the costs of the storage.
- 10.10 Rockwool is not obliged to meet a request by the Customer to delivery again or later. If, however, Rockwool proceeds to do so, the costs involved with this shall be paid by the Customer.
- 10.11 Rockwool is entitled to execute a contract in sections and to require payment of the portion of the contract that is executed.
- 10.12 Without prejudice to the provisions of Article 3.3., Rockwool determines the way in which the products are packed.

#### Article 11 - Force majeure

- 11.1 If Rockwool is prevented from complying with the contract by reason of force majeure, Rockwool is entitled to suspend execution of the contract, and accordingly it may no longer be bound to any delivery time. In that case, the Customer does not have a right to compensation for loss, costs or interest.
- 11.2 The following situations, among others, count as force majeure: war, danger of war, mobilisation, insurrection, state of siege, strikes, lightning strikes or work-to-rule and lock-outs, fire, accident or staff illness, interruption of operations, transport congestion, interfering statutory provisions, import/export restrictions or other government restrictions, lack of raw materials, production or transport problems unforeseen by Rockwool, as well as any other circumstance which is not exclusively dependent on the will of Rockwool, such as the non-delivery or late delivery of items or services by third parties which have been brought in by Rockwool.
- 11.3 If there is a situation of force majeure, Rockwool is entitled to cancel the contract in respect of the part which is not feasible, by means of a written declaration. If the situation of force majeure lasts longer than 6 weeks, the Customer is entitled to cancel the contract in respect of the part which is not feasible by means of a written declaration.
- 11.4 If Rockwool has already partially fulfilled its obligations when the force majeure situation occurs or if it can fulfil its obligations only in part, it is entitled to invoice separately for the part which has already been delivered or, as the case may be, is available for delivery, and the Customer is obliged to pay this invoice as if it related to a separate contract.

#### Article 12 - Guarantee and complaints

- 12.1 Rockwool guarantees the soundness of the products supplied by it in accordance with what the Customer may reasonably expect under the contract. Should defects nevertheless occur in the products supplied by Rockwool as a result of manufacturing and/or material faults, then Rockwool will repair these defects (or have them repaired) or will supply the components necessary for repair (or have them supplied), replace all or some of the products in question or make a reasonable price reduction, at the option and solely at the discretion of Rockwool. This guarantee applies for a period of 6 months after delivery, unless otherwise expressly agreed in writing.
- 12.2 In any case, the guarantee does not cover defects which occur in or (partly) as a result of:
- normal wear and tear;
  - the failure of (the staff of) the Customer to comply with instructions or regulations, or as a result of other than the normal use provided for;
  - improper storage, maintenance or use by the Customer;
  - work by third parties, erection/installation or repair by third parties or by the Customer, without prior written approval from Rockwool;
  - the application of any government regulation concerning the nature or quality of materials used;
  - products produced and supplied according to designs, drawings or other instructions from the Customer;
  - items which have been supplied to Rockwool by the Customer for processing or execution of an order or which have been employed in consultation with the Customer;
  - components obtained by Rockwool from third parties, in so far as these third parties have not provided Rockwool with a guarantee;
  - the processing of the products by the Customer, unless Rockwool has expressly indicated a particular method of processing in its documentation, brochures etc or has given written permission for this without any reservation;
  - vandalism, weather conditions or other external causes.
- 12.3 The Customer should examine or have others examine the products supplied immediately upon delivery, failing which every right to complain and/or a guarantee will lapse. Any complaints relating to the quantity of the products supplied and transport damage should be noted immediately on the consignment or delivery note, failing which the quantities stated on the consignment or delivery note will constitute conclusive proof with respect to the Customer of the fact that the correct quantities of products have been received and that these products have been received without any transport damage.

- 12.4 The Customer must notify Rockwool by registered letter of any complaints relating to the products, services and/or the performance of the agreement within eight days of the Customer having discovered the defect or eight days after the Customer could have reasonably discovered the defect. If complaints are not submitted on time, every claim with respect to Rockwool will lapse.
- 12.5 If the Customer complains, the Customer will be obliged to offer Rockwool the opportunity to examine the products in order to determine the failure. The Customer will be obliged to keep the products about which a complaint has been made available to Rockwool, failing which every right to specific performance, repair, dissolution and/or compensation will lapse.
- 12.6 Sold products may only be returned to Rockwool, for any reason whatsoever, following prior written authorisation and dispatch and/or other instructions from Rockwool. The transport and all associated costs are for the account of the Customer. The products remain for the account of and at the risk of the Customer at all times. Rockwool will reimburse the transport costs if it is established that there is an attributable fault on the part of Rockwool.
- 12.7 Any defects relating to a part of the products delivered do not give the Customer the right to reject or refuse the entire consignment of delivered products.
- 12.8 Any right to guarantee or complaint is extinguished if the products have been transported, handled, used, treated or stored wrongly or contrary to instructions given by or on behalf of Rockwool, or if the usual measures/ regulations have not been observed, and also if the Customer has not complied with any obligation to Rockwool arising for him out of the underlying contract, or has not complied appropriately or on time.
- 12.9 Complaints do not suspend the Customer's payment obligations.
- 12.10 After a fault has been detected in a product or service, the Customer is obliged to do everything to prevent or restrict damage, and this expressly includes possible immediate suspension of use, treatment, processing and/or sale.
- 12.11 The Customer should inform Rockwool in writing of any inaccuracies in invoices within five working days of the invoice date, failing which the Customer will be considered to have approved the invoice.

#### Article 13 - Reservation of ownership

- 13.1 Rockwool retains ownership of the products delivered or to be delivered, until its claims relating to the products delivered or to be delivered have been met in full by the Customer, including the claims resulting from failure to comply with one or more contracts.
- 13.2 If the Customer fails to comply with his obligations, Rockwool has the right to recover the products belonging to it (or have them recovered) from the place where they are located, at the expense of the Customer.
- 13.3 The Customer does not have the right to pledge products which have not yet been paid for or to transfer ownership of them, other than in the context of normal business practice.
- 13.4 The Customer is obliged to exercise due care when keeping the products supplied under reservation of ownership and to keep them as identifiable property of Rockwool.
- 13.5 The Customer is not entitled to any right of retention vis-à-vis Rockwool in respect of the products supplied by Rockwool.

#### Article 14 - Right of lien

- 14.1 Rockwool has a right of lien and a right of retention over all items, documents and money which Rockwool has or will obtain, on any account whatsoever, for all claims which it has or may acquire against the Customer. Rockwool has a right of lien and a right of retention vis-à-vis everyone who requests delivery of the items, documents and/or money.
- 14.2 Rockwool may also exercise the rights referred to in 14.1 in respect of what the Customer owes Rockwool in connection with previous orders and/or orders which have already been executed.

#### Article 15 - Payment

- 15.1 Unless otherwise agreed in writing, payment of Rockwool invoices must be made within 30 days of the invoice date, in the currency stated on the invoice and solely in the way indicated on the invoice.
- 15.2 At all times Rockwool has the right to request full or partial payment in advance and/or otherwise to obtain security for payment.
- 15.3 Rockwool is entitled to invoice separately for partial deliveries.
- 15.4 If a payment is not received on time, an interest payment of 1% per month, calculated from the due date up to and including the day of payment, where part of a month is regarded as a full month, is payable on the invoice amount by the Customer without further notice of default.
- 15.5 All costs related to collection will be charged to the Customer. The extrajudicial collection costs will amount to at least 15% of the amount to be collected, with a minimum of € 200.
- 15.6 The Customer renounces any right to offset amounts owed by both sides. Rockwool is always entitled to deduct what it owes the Customer from what the Customer and/or companies affiliated to the Customer owes/owe Rockwool, whether or not payable.
- 15.7 The entire invoice amount is payable immediately and in full if an agreed instalment is not paid promptly on the due date, and also if the Customer is declared bankrupt, requests (temporary) suspension of payment, the statutory debt-

rescheduling rules (WSNP) are declared applicable to him or an application is made for the appointment of a receiver for him, if the items and/or claims of the Customer are attached, if the Customer dies, goes into liquidation or is wound up. If any of the aforementioned situations arises, the Customer is obliged to inform Rockwool of this immediately.

- 15.8 Payments made by the Customer always go first of all to settle the costs owed, and then to pay the interest due and finally to pay the payable invoices which have been outstanding for the longest, even if the Customer states that the payment relates to a later invoice.

#### Article 16 - Cancellation and compensation

- 16.1 The Customer may not cancel a given order. If the Customer nevertheless cancels all or part of an order, he is obliged to compensate Rockwool for all reasonable costs incurred for the purpose of executing that order, the work by Rockwool and the loss of profit by Rockwool, plus VAT.

#### Article 17 - Liability

- 17.1 Except for the provisions of Article 12, the Customer does not have any claim against Rockwool on grounds of faults in or relating to the products and/or services delivered by Rockwool. Therefore, Rockwool is not liable for direct and/or indirect damage or loss, including personal injury and property damage, emotional damage, consequential damage (trading loss and/or loss resulting from standstill) and any other loss or damage, resulting from any cause, except in the case of gross fault or intent on its part.
- 17.2 Likewise, Rockwool is not liable in the aforementioned sense for the actions of its employees or other people who come within its sphere of risk, including (gross) fault or intent on the part of these people.
- 17.3 Rockwool is not liable for infringements of patents, licences and/or other third-party rights resulting from the use of data supplied by or on behalf of the Customer. Nor is Rockwool liable for damage to or loss of raw materials, semi-manufactures, models and/or other items made available by the Customer.
- 17.4 Damage to products caused by damage to or destruction of packaging is for the account and at the risk of the Customer.
- 17.5 If Rockwool proceeds to exercise a right of suspension or cancellation on the basis of facts and/or circumstances known to it at that time, whereas it is irrevocably established later that such a right has been exercised incorrectly, Rockwool is not liable and not obliged to pay any compensation for loss, except in the case of intent or gross fault on its part.
- 17.6 In all cases in which Rockwool, without prejudice to the provisions of Article 17, is obliged to pay compensation, this compensation will never be higher than the invoice value of the products and/or services supplied that have resulted in the damage or in connection with which the damage has been caused. If the damage is covered by Rockwool's business liability insurance, the compensation will never be higher than the amount actually paid out by the insurer in the case in question.
- 17.7 Any claim against Rockwool, apart from those which are acknowledged by Rockwool, lapses following the simple expiry of a period of 12 months from when the claim arose.
- 17.8 The Customer indemnifies Rockwool, its employees and helpers brought in by it to execute the contract against any claim by third parties, including claims based on product liability, in connection with execution of the contract by Rockwool, regardless of the cause, and also against the costs incurred by Rockwool as a result.

#### Article 18 - Representation

- 18.1 If the Customer is acting on behalf of one or more other parties, he is liable vis-à-vis Rockwool as if he himself were the Customer, without prejudice to the liability of the other parties.

#### Article 19 - Final provisions

- 19.1 The invalidity or voidability of any provision of these regulations or of contracts to which these terms apply does not affect the validity of the other provisions. Rockwool and the Customer are obliged to replace provisions which are null and void or are annulled with valid provisions which, as far as possible, have the same meaning as the invalid or annulled provision.
- 19.2 All disputes between Rockwool and the Customer will be adjudicated in the first instance exclusively by the competent court in the district of Roermond, the Netherlands, unless another Dutch court is competent on the basis of mandatory law. Contrary to the above, Rockwool will be entitled to apply to the court in the place where the Customer has its registered office.
- 19.3 The place of performance will be considered to be the place where Rockwool has its registered office.
- 19.4 All contracts concluded by Rockwool are governed solely by Netherlands law.
- 19.5 The effect of any international treaty relating to the purchase of movable tangible assets, the effect of which can be precluded between the parties, is not applicable and is hereby expressly precluded. More specifically, the applicability of the Vienna Convention on the International Sale of Goods 1980 is expressly precluded.
- 19.6 In the event of disagreement on the interpretation of these general terms, the Dutch text is binding.