

# ROCKWOOL GENERAL TERMS OF SALE AND DELIVERY

## Article 1 - Applicability

- 1.1 In these general terms of sale and delivery "Rockwool" means: Rockwool Benelux Holding B.V. (Industrieweg 15, 6045 JG Roermond) and/or a company affiliated to Rockwool Benelux Holding B.V. In these general terms of sale and delivery, "product" or "products" means: items, systems and/or software offered or supplied by Rockwool.
- 1.2 These terms are applicable to all quotations and/or contracts which Rockwool makes to or concludes with third parties (hereinafter "the Customer") as well as to their execution.
- 1.3 These terms are applicable to the exclusion of any terms used by the 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. In addition, Rockwool is only bound in the way it has accepted.
- 2.3 Rockwool must be informed in writing of possible or alleged inaccuracies in the order confirmation by the Customer within 2 working days of the date of the confirmation. Failing this, the order confirmation is deemed to reflect the contract correctly and in full.
- 2.4 Verbal undertakings or agreements by or with its staff bind Rockwool only after and in so far as the latter 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 All specifications by Rockwool of quantities and/or other descriptions relating to its products are drawn up with as much care as possible. However, Rockwool cannot guarantee that there will be no differences in this respect. On taking receipt of the products, the Customer must check that they conform to quantities and/or other specifications quoted by Rockwool or agreed with Rockwool. Rockwool specifications relating to colours, weights, dimensions etc are only approximate and are free of engagement.
- 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 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 garbled 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 of 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 and other information supplied by Rockwool as strictly confidential and will only use them for the purpose for which the recommendations, drawings 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 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 the opportunity for this.

## Article 8 - Intellectual property

- 8.1 All intellectual and industrial property rights relating to the products and their design, Rockwool software and items which Rockwool develops and/or uses during execution of the contract belong to Rockwool, in so far as these do not already belong to third parties and unless otherwise agreed in writing.
- 8.2 The Customer is not permitted to remove or change any reference concerning copyright, trademarks, trade names or other intellectual or industrial property rights arising out of 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 by third parties resulting from an infringement of their intellectual or industrial property rights, whether or not these are for 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.
- 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 Rockwool has undertaken further activities and/or services without expressly agreeing a price for them in writing, it is entitled to charge the Customer the actual costs and/or the usual rates at Rockwool for these.
- 9.6 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.

## Article 10 - Delivery time and delivery

- 10.1 Quoted 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 his 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 period set by the Customer, which is at least equal to the delivery time initially quoted or agreed. In that case, Rockwool does 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. Transport is undertaken at the risk of the Customer. 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.
- 10.6 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.
- 10.7 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.

10.8 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.

10.9 Rockwool is entitled to execute a contract in sections and to require payment of the portion of the contract that is executed.

10.10 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 made 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 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.

12.3 The Customer must inspect the delivered products immediately on receipt or have them inspected on his behalf, on penalty of extinction of any right to complaint and/or guarantee. Any complaint relating to the quantity of the products delivered must be noted immediately on the consignment note or delivery note, and in the absence of this the quantities stated on the consignment note or delivery note provide compelling proof against the Customer.

12.4 Claims under the guarantee must be reported to Rockwool by registered letter within 8 days of a fault occurring. Failure to make a complaint in time means that any claim against Rockwool lapses.

12.5 If the Customer makes a complaint, he is obliged to give Rockwool the opportunity to inspect the products (or have them inspected) to determine the defect. The Customer is obliged to keep the products subject to the complaint at the disposal of Rockwool, on penalty of extinction of any right to complaint and/or guarantee.

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 from 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.

#### 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 - Right of recovery

15.1 If the Customer does not comply with his payment obligations, or fails to do so adequately or on time, Rockwool is entitled to reclaim the delivered products by means of a written declaration and thereby to cancel the contract with immediate effect within 6 weeks of the expiry of the date for payment or within 60 days of the products' being stored by or on behalf of the Customer. The Customer will then immediately return the products to Rockwool at his own expense.

15.2 If the Customer has paid for some of the products delivered by Rockwool, Rockwool has the right to reclaim either the part not paid for or a proportionate part of the products delivered, or to demand the return of the products delivered against repayment of the amount already paid and after deduction of the costs incurred and loss suffered by Rockwool as a result of this non-compliance, without prejudice to the other rights due to Rockwool under the law. The Customer will then immediately return the products in question to Rockwool at his own expense.

#### Article 16 - Payment

16.1 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. At all times Rockwool has the right to request full or partial payment in advance and/or otherwise to obtain security for payment.

16.2 Rockwool is entitled to invoice separately for partial deliveries.

16.3 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.

16.4 All costs incurred by the recovery, including inter alia extra-judicial collection charges and pre-trial costs, will be borne by the Customer. The extra-judicial collection charges amount to at least 15% of the amount to be collected, with a minimum of € 150.

16.5 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, subject to conditions or a time-limit.

16.6 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 (WVNP) 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.

16.7 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 17 - Cancellation and compensation

17.1 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 18 - Liability

18.1 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 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.

18.2 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.

18.3 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.

18.4 Damage to products caused by damage to or destruction of packaging is for the account and at the risk of the Customer.

18.5 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.

18.6 In all cases in which Rockwool is obliged to pay compensation, this will never be higher than the invoice value of the products delivered and/or services as a result of which or in connection with which the damage was caused, or the amount which is actually paid out by the insurance company, if the damage is covered by Rockwool's industrial liability insurance, at the option of Rockwool.

18.7 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.

18.8 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 19 - Representation

19.1 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 20 - Final provisions

20.1 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.

20.2 All disputes between Rockwool and the Customer will in the first instance be decided exclusively by the Court of Rotterdam, except in the case of the mandatory authority of a different court in the Netherlands and unless Rockwool prefers a court which would otherwise be competent if this article were disregarded.

20.3 All contracts concluded by Rockwool are governed solely by Netherlands law.

20.4 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.

20.5 In the event of disagreement on the interpretation of these general terms, the Dutch text is binding.