

TERMS AND CONDITIONS OF SALE

The Customer's attention is drawn in particular to the provisions of clause 13.

1. Definitions and Interpretation

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Company: ROCKWOOL Limited (registered in England and Wales with company number 00972252) which includes ROCKWOOL Limited's divisions Rockfon, ROCKWOOL Technical Insulation and ROCKWOOL Core Solutions as applicable.

Conditions: the terms and conditions set out in this document and the Price List as amended from time to time.

Contract: the contract between the Company and the Customer for the sale and purchase of the Products in accordance with these Conditions.

Customer: the person or firm who purchases the Products from the Company.

Delivery Location: has the meaning given in clause 7(d).

Full Load: as defined in the Price List.

Incoterms® 2020: means the applicable delivery method used for the delivery of Products as set out on the Order.

Made to Order Products: means Products contained in the Price List which are not held in stock and quantities are manufactured in accordance with the Order.

Minimum Order Quantity: means one pallet, carton, pac (i.e. one sales unit) of a single Product thickness unless otherwise stated.

Non-Standard Products: means bespoke Products or Products which are manufactured and supplied in accordance with specific requirements provided by the Customer to the Company.

Off the Shelf Products: means all Products contained in the Price List excluding Made to Order and Non-Standard Products.

Order: the Customer's order for the Products, as set out in the Customer's purchase order form, or as requested by the Customer through electronic means or in the Customer's written acceptance of the Company's quotation.

Price List: the Company's price list as published on the Company's websites www.rockwool.co.uk and/or www.rockfon.co.uk and/or www.rockwool-rti.com which is applicable to the Order.

Products: means Made to Order Products, Non-Standard Products and Off the Shelf Products (or any part of them) as described in the Order.

1.2 Interpretation

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) a reference to **writing** or **written** includes emails.

2. Basis and Application

- (a) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (b) The price quoted by the Company is based upon these Conditions and reflects the limitation upon the Company's liability contained within these Conditions.
- (c) If the Customer wishes to enter into a contract with the Company on a basis which is outside of these Conditions, special arrangements can be sought, and a revised price quoted by the Company. Any special arrangement agreed between the Customer and the Company shall be made in writing and signed on behalf of the Company by a person duly authorised for that purpose.
- (d) The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable requirements for Non-Standard Products or Made to Order Products are complete and accurate and for giving the Company any necessary information relating to the Products within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- (e) The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- (f) Once the written acceptance of the Order has been received by the Customer, the Customer has up until 11am, 96 hours before dispatch to amend an Off the Shelf Order. After this time the Order will be deemed to have been accepted. In the event the Customer requests to make changes to the Order after the change period of the stipulated 96 hour timeframe then it shall be at the Company's discretion to accept such changes and the Company will charge a minimum fee of £100 per change. This provision will override the current Price List.
- (g) The quantity, quality and description of and any specification for the Products shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's Order (if accepted by the Company).
- (h) The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

- (i) Subject to clause 2(j), any advice, calculations, or recommendations given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application, calculations, performance and/or use of the Products which is provided verbally or in writing by the Company or its employees, or agents or its duly authorised representative to the Customer shall be followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation.
- (j) All information, calculation, replies and/or specification contained herein is solely based upon the details supplied by the Customer and it is the responsibility of the Customer to confirm the adequacy and accuracy of the information supplied. The Company makes no representations nor gives any warranties of any kind as to the accuracy or completeness of the information, advice, recommendation, calculation, replies and/or any specification provided.
- (k) For the avoidance of doubt, any information, advice and/or recommendations provided to the Customer in relation to Engineering Judgements and/or designs contained in Engineering Judgements is offered in lieu of direct formal testing and the Customer obtaining an expert's opinion in relation to such Engineering Judgements and the applicable design. The advice and/or recommendations provided by the Company on designs contained in the Engineering Judgement and the Engineering Judgements is provided as an opinion based on the Company's experiences of product testing.
- (l) Except as otherwise set out, any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- (m) The Company reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or where the Products are to be supplied to the Customer's specification which do not materially affect their quality or performance.
- (n) Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- (o) Subject to clause 4(d), no Order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- (p) The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- (q) In the event of a conflict between these Conditions and the Price List or quotation provided by the Company with regards to delivery, lead times, collection and price relating to the Products then the latter shall prevail. For all other terms and conditions these Conditions will prevail.

3. Parties

- (a) Both the Company and the Customer shall contract as principals and not otherwise. The Contract shall be personal to the Customer and shall not be assigned by the Customer without the written consent of the Company.
- (b) No Contract or series of contracts between the Company and any of its Customers shall constitute or be deemed to constitute a partnership or joint venture between them.
- (c) The Company shall be under no liability whatsoever or howsoever arising in respect of any private dealing, contract, transaction or relationship between any of its Customers and any of the Company's employees or agents.

4. Made to Order Products and Non-Standard Products

- (a) Delivery times and lead times for Made to Order Products and Non-Standard Products will be communicated to the Customer following the Order and shall be delivered in accordance with these Conditions.
- (b) Orders for Made to Order Products cannot be accepted for less than the Minimum Order Quantity displayed in the Price List or set out in the quotation. The full Order quantity must be taken as part of a single Order which may be taken over multiple deliveries. If the Order is taken over multiple deliveries, then a charge of £100 per day per trailer will be payable by the Customer.
- (c) All prices for Non-Standard Products are available on request and will be available within five (5) Business Days.
- (d) Subject to clause 4(g) once the Order has been accepted for all Made to Order Products and Non-Standard Products such Made to Order Products and Non-Standard Products cannot be cancelled at any time and the full costs will be applied and payable by the Customer in accordance with these Conditions.
- (e) If an Order is made up of Off the Shelf Products and Made to Order Products, the Order will be delivered in line with the longest lead times communicated to the Customer and/or stipulated on the Order.
- (f) The Company does not accept returns of any Made to Order Products or Non-Standard Products. For the avoidance of doubt, in exceptional circumstances and at the Company's discretion some Off-the Shelf Products may be returned. The Company is not obligated to accept the return of Off the Shelf Products. The Customer will be responsible for the cost of collection of any agreed returns and a re-stocking fee of a minimum of 25% of the list price plus a £150 handling cost will apply. A credit note will only be supplied if the returned Off the Shelf Product is in a saleable condition.
- (g) In the event the Customer wishes to cancel a delivery for Made to Order Products or Non-Standard Products; the following will apply:
 - (i) For Made to Order Products and Non-Standard Products which have not been manufactured, no charges will apply; or
 - (ii) For Made to Order Products or Non-Standard Products which have been manufactured, the full order value will be payable by the Customer; or

- (iii) For Made to Order Products or Non-Standard Products which have been manufactured and are in transit for delivery, the full order value plus handling and transport costs will be payable by the Customer.

5. Price and Payment

- (a) The prices for the Products are set out in the applicable current Price List and/or are provided on the quotation and are governed by these Conditions.
- (b) The Price of the Products shall be the price quoted by the Company or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published Price List current as at the date of delivery. All prices quoted prior to delivery may be altered by the Company without giving notice to the Customer.
- (c) Prices quoted by the Company are for the quantity of Products specified and shall apply only to Orders for those quantities.
- (d) Where the Company supplies Products to the special requirement of the Customer, which includes, without limitation to Made to Order Products and Non-Standard Products, the Company shall be entitled to supply to the Customer and be paid by the Customer for 10% more or less of the quantity of such Products.
- (e) Subject to clause 7(b), the price shall include charges for collection, packaging, shipment, carriage, warehousing, insurance or customs dues or other expenses incurred by the Company in delivery of the Products unless otherwise quoted. For the avoidance of doubt, the Customer is responsible for import customs clearances including but not limited to payment of duty and VAT.
- (f) Indicated prices and trend figures for the Products shall not constitute an offer by the Company to sell the Products at those prices or figures but shall be regarded merely as an indication of the prevailing market price.
- (g) The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Products to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs), caused by a change in delivery dates, any quantities or Specifications for the Products which is requested by the Customer or due to delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

6. Payment

- (a) All prices quoted by the Company are exclusive of Value Added Tax (**VAT**). The Customer shall be liable to pay VAT at the prevailing rate, subject to the receipt of a valid VAT invoice.
- (b) The Company may invoice the Customer for the Products on or at any time from dispatch of the Products.
- (c) The Company, shall at its discretion, issue a pro-forma invoice to the Customer requesting payment upfront prior to dispatch of the Products. Upon dispatch of the Products, once payment has been received, a VAT invoice will be issue to the Customer.

- (d) Unless otherwise stipulated by the Company in accordance with its credit terms or otherwise, payment for the Products supplied by the Company shall be made in full and cleared funds by the end of the calendar month following that in which the Products were dispatched. Payment shall be made to the bank account nominated in writing by the Company.
- (e) If the price of the Products or services or any part thereof remains unpaid after the date when the same shall become due then the Customer shall pay interest on the overdue amount at the rate of 2% over the base rate of Danske Bank from time to time or at such other rate as the Company may hereafter stipulate by written notice to the Customer. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Such interest shall be payable by the Customer forthwith upon receipt of the Company's Invoice for the same together with the overdue amount.
- (f) If the price of the Products or any part thereof shall remain unpaid after the due date the Company reserves the right to discontinue manufacturing or to suspend deliveries to the Customer until all monies due from the Customer to the Company are paid and to appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer).
- (g) The Customer shall pay all amount due under the Contract in full without deduction or withholding except as required by law and the Customer shall not be entitled to assert credit, set-off or counterclaim against the Company in order to justify withholding payment of any such money in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

7. Delivery

- (a) All deliveries are carried out in accordance with these Conditions and the current applicable Price List.
- (b) All Full Load deliveries are free of charge for UK mainland only. In the event a delivery is required which falls short of a Full Load delivery or special requirements are needed to complete the delivery where special vehicles are required, the Company has the right to charge the Customer an additional delivery charge in accordance with prices set out in the Price List.
- (c) For any deliveries outside the UK please refer to the applicable Price List or quotation provided.
- (c) The Company shall ensure that:
 - (i) each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the contract number or all relevant Customer and Company reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable), and if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
 - (ii) if the Company requires the Customer to return any pallets to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such

pallets available for collection at such times as the Company shall reasonably request. Returns of pallets shall be at the Company's expense.

- (d) The Company shall deliver the Products in accordance with the **Incoterms® 2020** delivery method stipulated on the Order to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Products are ready.

or

If authorised by the Company the Customer may arrange collection of the Products in a suitable vehicle from the Company's premises at Rockwool Site, Wern Tarw, Pencoed, Bridgend, CF35 6NY within three Business Days of the Company notifying the Customer that the Products are ready and between the hours of 7am and 12noon Monday to Friday.

- (e) For the avoidance of doubt, if collection of the Products has been authorised and arranged by the Company and the Customer, the Customer must ensure that a suitable carrier is used for the collection of the Products and suitable personal protective equipment and clothing is worn. If a suitable carrier is not used and/or suitable personal protective equipment and clothing is not worn when collecting the Products, the Company has the right, at its sole discretion, to refuse the collection of the Products.
- (f) In the event the Customer exports the Products once the Products have been collected from the Company then it is the Customer's sole responsibility to ensure all the applicable documentation, taxes and regulatory requirements are adhered to.
- (f) Delivery is completed:
- (i) (where the Company undertakes the delivery of the Products) when the Products are unloaded whether by the Company or the Customer from the Company's vehicle or from that of a carrier at the Delivery Location; or
 - (ii) (where the Customer undertakes collection of the Products) when the Products are loaded onto the Customer's vehicle or his designated carrier at the Delivery Location.
- (g) Any time or date for the dispatch or delivery of the Products or for the commencement or completion of work whether specified in the Contract or otherwise given by the Company shall be taken as an estimate made by the Company in good faith which the Company shall use its reasonable endeavours to fulfil but which shall not be binding on the Company either as a term of the Contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of any failure by the Company to adhere to such times or dates or in consequence of any other delay in each dispatch, delivery, commencement or completion however caused.
- (h) If the Customer shall for any reason fail to take or accept delivery of the Products within fourteen (14) days of written notice from the Company that the same are ready for delivery or collection, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract the Company shall be entitled to take full possession of the Products and charge the Customer the full price for the Products.

- (i) Without prejudice to any other limitation on the liability of the Company contained in these Conditions if the Company fails to deliver the Products for any reason other than any cause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer the Company's liability, subject to clause 13(c), shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Products.
- (j) If the Company delivers up to and including 5% more or less than the quantity of Off the Shelf Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Off the Shelf Products was delivered, a pro rata adjustment shall be made to the Order invoice.
- (k) The Company may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- (l) The Products shall be delivered in accordance with the Incoterms® 2020 delivery method stipulated on the Order. Unless expressly agreed otherwise, the Customer shall be responsible for paying any import related costs, duties and VAT that arise, in addition to bearing responsibility for timely import clearances and unloading at the Delivery Location. The delivery terms form part of our terms and conditions of sale and in the event of any conflict between the obligations stipulated under the Incoterms® 2020 and these Conditions, the Incoterms® 2020 will prevail.
- (m) The Customer shall provide clear and reasonable access to the delivery point and shall within a maximum time of two hours unload the Products when tendered at the delivery point provided that such tender shall be during normal working hours of the Customer. In the event Products are not off-loaded within two hours the Customer will incur a waiting time charge of £75 per hour.
- (n) The Company shall not be obliged to deliver any Products to the Customer at a time the Customer is exceeding or upon such delivery would exceed any credit limit imposed by the Company either in relation to such Goods or otherwise. In that event the Company shall be entitled to give notice to the Customer requiring the Customer to reduce the indebtedness to such a level as would enable the delivery to be made within its credit limit. If the Customer fails to do so within seven (7) days of receipt of such notice the Company shall be entitled to exercise its right to determine the Contract and any principal advances to the Customer together with any interest thereon shall immediately become due and payable.
- (o) In the event the Customer wishes to cancel a delivery for Off the Shelf Products; the following will apply:
 - (i) For Off the Shelf Products which have not been loaded, no charges will apply; or
 - (ii) For Off the Shelf Products which have been loaded but have not left the Company's premises, a minimum handling charge of £100 will be charged to the Customer; or
 - (iii) For Off the Shelf Products which are in transit for delivery, handling and transport costs will apply and will be confirmed by the Company's Customer Support Centre at the time of cancellation.

8. Ownership and Risk

- (a) The risk in the Products shall pass to the Customer on completion of delivery.
- (b) Title to the Products shall not pass to the Customer until the earlier of:
 - (i) the Company receives payment in full (in cash or cleared funds) for the Products and any other products that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and
 - (ii) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 8(d).
- (c) Until title to the Products has passed to the Customer, the Customer shall:
 - (i) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (iv) notify the Company immediately if it becomes subject to any of the events listed in clause 16; and
 - (v) give the Company such information relating to the Products as the Company may require from time to time.
- (d) Subject to clause 8(e), the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Company receives payment for the Products. However, if the Customer resells the Products before that time:
 - (i) it does so as principal and not as the Company's agent; and
 - (ii) title to the Products shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- (e) If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16, then, without limiting any other right or remedy the Company may have:
 - (i) the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and
 - (ii) the Company may at any time:
 - i) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product; and

- (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

9. Loss or Damage in Transit

- (a) The Company shall not be liable for any loss of or damage to the Products in Transit unless written notice thereof is given by the Customer to the Company: -
 - (i) in the case of loss from or damage to the Products delivered to the Customer within seven days of the date of delivery or such shorter period as may be required by the carriers conditions of carriage; or
 - (ii) in the case of Products not delivered within 21 days of the receipt by the Customer of the Company's invoice PROVIDED THAT if the Customer proves: -
 - (i) that it was not reasonably possible for the Customer to give notice within the appropriate period; and
 - (ii) notice was given within a reasonable time.
- (b) Any liability which the Company may incur for loss of or damage to the Products shall in any event be limited to the invoice value of the Products not delivered lost or damaged. In no circumstances whatsoever shall the Company be liable for any indirect or consequential loss howsoever caused.
- (c) Where the Company has arranged insurance on behalf of the Customer insuring the Products against loss or damage the terms and conditions stated in the insurance certificate must be strictly complied with.
- (d) Nothing in these Conditions shall affect the statutory rights of the Customer who in relation to the Company deals as a consumer as defined in Section 12 of the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.

10. Consents

The Customer shall ensure that all necessary consents and all regulations and requirements of any governmental or other regulating body or authority (including the Bank of England) applicable to each transaction are respectively procured and complied with and the Company shall be entitled to require the Customer to supply such evidence as it may reasonably require that any relevant consents have been obtained and any relevant regulation or requirement complied with.

11. Force Majeure

The Company shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

12. Quality

- (a) **Products Sold.** The Company will at its option repair replace or credit the Customer with the full purchase price of the Products sold and delivered which upon delivery are defective by reason of faulty materials or otherwise PROVIDED THAT: -
- (i) written notice of any such defect shall be given by the Customer to the Company within one month of delivery of the Goods; and
 - (ii) the Goods are returned by the Customer to the place from which they were dispatched or to such other place as the Company may reasonably require.
- (b) The warranty provided for in this Clause 12 shall not apply in respect of: -
- (i) any materials provided by the Customer nor shall the acceptance of such materials constitute any admission by the Company that the same were of the quality stated by the Customer or any otherwise fit for the stated purpose; or
 - (ii) any defect in the Products which has arisen because the Customer failed to follow the Company's instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same; or
 - (iii) any defect which arises as a result of the Company following any drawings, designs or specification supplied by the Customer;
 - (iv) Products where the Customer alters or repairs such Products without the written consent of the Company;
 - (v) any defect which arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions;
 - (vi) Products which differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - (vii) any parts materials or equipment not manufactured by the Company. In respect of such parts materials and equipment the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- (c) The terms implied by sections 13 to 15 of the Sales of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

13. Exclusion of Liability

- (a) Nothing in these Conditions shall limit or exclude the Company's liability for:
- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 12 of the Sales of Goods Act 1979;

- (iv) defective products under the Consumer Protection Act 1987; or
 - (v) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- (b) The remedies provided in clause 12 above are given by the Company in substitution for any remedies which the Customer might otherwise have against the Company under a Contract in connection with the supply of Products by virtue of any express or implied term representation condition or warranty statutory or otherwise as to the state quality, fitness or performance of the Products;

AND all such terms representations conditions and warranties are hereby expressly excluded to the fullest extent permitted by law

- (c) Subject to clause 13(a):
- i. the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - ii. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the invoice amount for the price of the Products.

14. Lien

The Company shall have a general lien over all Goods and property of the Customer whether worked on or not in the possession of the Company in respect of all unpaid debts due from the Customer to the Company.

15. Special Requirements

If tests and inspections are required to the Customer's own specification such tests are to be carried out at the Company's premises and are to be finalised there although if desired arrangements can be made for a representative of the Customer to observe such tests and inspection.

16. Termination

- (a) Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- i. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - ii. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- iii. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - iv. the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (b) Without limiting its other rights or remedies, the Company may suspend provision of the Products under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 16(a)(i) to clause 16(a)(iv), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
 - (c) Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
 - (d) On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
 - (e) Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
 - (f) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17. Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 17(b). For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

18. General

- (a) Except with the written agreement of the Company no Contract may be cancelled without payment by the Customer of the cost of manufacturing and transport incurred up to the date of cancellation including the cost of all items ordered supplied or manufactured specifically for the execution of the Contract.
- (b) Any waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (c) These Conditions and any dispute or claim arising out of or in connection with these Conditions, its subject matter or formation (including any non-contractual disputes or claims), shall be governed by, and construed in accordance with English and Welsh law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (d) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall remain unaffected thereby.
- (e) Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions shall only be binding when agreed in writing and signed by the Company.
- (f) All communications hereunder shall be sent to the Company at Pencoed, Bridgend, CF35 6NY and to the Customer at the address to which the Contract is sent or to such other address as the Customer may stipulate in writing to the Company.
- (g) Communications delivered in person shall be deemed to have arrived when received. Communications sent by first class inland post or by Airmail post from overseas shall be deemed to have arrived 48 hours and 7 Business Days after posting respectively.
- (h) Communications sent by email shall be deemed to have been received at the time of transmission or if this time falls outside business hours in the place of receipt, receipt will be deemed when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19. Export control & sanctions

- (a) The Company complies with applicable EU, U.S., UN and national export control regulations prohibiting sale of certain products and services to certain countries and individual companies and persons.
- (b) In case the Customer exports Products, the Customer shall comply with applicable export control regulation and sanctions.

20. ROCKWOOL Code of Conduct

- (a) The Company operates a Code of Conduct setting a high level of integrity for the Company. The Company has acceded to the UN Global Compact initiative committing the Group to meet fundamental responsibilities in the area of human rights, labour, environment and anti-corruption. The Company expects the Customer to share the same principles.
- (b) The Company operates a whistle blower scheme allowing third parties to report serious and sensitive concerns regarding breaches of business ethics. See more about the Code of Conduct for the Company on www.ROCKWOOLgroup.com.

21. Intellectual property

All intellectual and industrial property rights belong exclusively to the Company, such as design rights, trademark rights, copyrights, patent rights, domain name rights, trade secrets and other (semi) intellectual property rights, packaging, source code, preparatory material and the naming thereof, and everything that the Company develops, relating to the Products supplied.

22. Data Protection

- (a) The following definitions apply in this clause 22:

Agreed Purposes: subject matter of the Contract in accordance with the terms of these Conditions.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019.

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.

Shared Personal Data: the personal data to be shared between the parties under the Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: Name, residential address and telephone number.

- (b) This clause 22 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. In accordance with the terms of these Conditions this is a transfer of data between data controller to data controller, with either party acting as a data controller in its own right and not on behalf of each other.
- (c) Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall constitute a material breach of these Conditions.

- (d) Each party shall:
- (i) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - (ii) give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (iii) process the Shared Personal Data only for the Agreed Purposes;
 - (iv) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (v) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by these Conditions;
 - (vi) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (vii) not transfer any personal data outside of the European Economic Area unless the transferor:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
- (e) Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (i) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (ii) promptly inform the other party about the receipt of any data subject access request;
 - (iii) provide the other party with reasonable assistance in complying with any data subject access request;
 - (iv) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - (v) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the

Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (vi) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (vii) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data;
 - (viii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (ix) maintain complete and accurate records and information to demonstrate its compliance with this clause 22; and
 - (x) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- (f) The Customer shall indemnify the Company against any and all claims, costs, liabilities, penalties or expenses incurred by the Company by reason of the Customer's failure to comply with this clause 22.