

## General terms & conditions of sale

### Article 1 Definitions

1.1 In these general terms and conditions of sale (T&Cs) Roxul Inc. d/b/a "ROCKWOOL" refers to the seller mentioned in the quotation, customer purchase order, order confirmation, agreement or similar. Such quotation, customer purchase order, order confirmation, agreement or similar together with these T&Cs are referred to as "Agreement". These T&Cs shall be deemed as governing the Agreement, unless expressly agreed otherwise in writing by ROCKWOOL, and shall supersede any terms or conditions which may be contained in Customer's purchase orders or other documentation; "Goods" refers to the products offered and supplied by ROCKWOOL; "Services" refers to any services which should be delivered by ROCKWOOL; and "Customer" refers to a natural person or legal entity who places a purchase order or enters into an Agreement with ROCKWOOL.

### Article 2 Binding effect

2.1 ROCKWOOL is only bound if ROCKWOOL's quotation/offer is accepted by the Customer placing a purchase order with ROCKWOOL without any changes to the terms of ROCKWOOL's offer, ROCKWOOL issuing the Customer an order confirmation, and ROCKWOOL having commenced execution of the order confirmation. Until ROCKWOOL commences actual execution of the order confirmation by shipping the Goods, ROCKWOOL shall have the right to notify Customer within forty eight (48) hours of shipping the Goods of any changes to the order confirmation including, but not limited to, changes to price of the Goods or delivery dates for the Goods. If upon receiving such notification of order confirmation changes from ROCKWOOL the Customer wishes to cancel the shipment of Goods, they may do so without penalty. Cancellation of the Goods is the sole remedy available to the Customer related to any changes of confirmed orders. ROCKWOOL shall not be liable for any damages, costs, including consequential damages or cost, arising from any changes ROCKWOOL makes to confirmed orders.

2.2 If the Customer does not find an order confirmation to be correct, the Customer shall report this to ROCKWOOL no later than 2 (two) calendar days after the date of the order confirmation. If ROCKWOOL

can accept the changes, ROCKWOOL will issue a new order confirmation within 2 (two) calendar days of the notice of correction otherwise the order confirmation shall be deemed cancelled.

### Article 3 Data

3.1 The Customer shall provide correct, complete and reliable data and information to ROCKWOOL.

3.2 ROCKWOOL is not obliged to examine the correctness, completeness or reliability of the data and information referred to in Article 3.1.

3.3 ROCKWOOL is only obliged to execute the order if the Customer has provided all the data and information required by ROCKWOOL. If ROCKWOOL suffers damages because the Customer provided wrong or inaccurate data and information, the Customer shall compensate ROCKWOOL for such damage.

### Article 4 Conformity and Changes

4.1 All offers provided by ROCKWOOL of quantities, price, quality, performances and/or other characteristics relating to ROCKWOOL's Goods and Services are prepared with due care, but ROCKWOOL cannot guarantee that changes will not occur prior to execution and shipment of Goods and ROCKWOOL shall have no liability for such changes prior to shipment per Article 2.1 above.

4.2 The Customer should, without delay, upon the receipt of the Goods, check conformity with quantities, quality, performances and/or other characteristics stated by or agreed with ROCKWOOL when the Goods are delivered and accepted and Services are provided.

### Article 5 Intellectual property

5.1 All intellectual and industrial property rights in the Goods belong exclusively to ROCKWOOL, 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 ROCKWOOL develops, relating to Goods and Services supplied.

### Article 6 Prices

6.1 Prices quoted by ROCKWOOL shall be paid in the currency agreed and exclude VAT, Sales tax and other taxes unless explicitly agreed otherwise in writing. Prices are subject to change as

set forth in Article 2.1 above. Prices quoted are DDP (Delivery Duty Paid) with carrier selected by ROCKWOOL.

6.2 If ROCKWOOL undertakes to perform additional services not included in the delivered DDP price quoted by ROCKWOOL, ROCKWOOL is entitled to charge a reasonable fee for those additional services or orders.

6.3 If any domestic or foreign governmental authority imposes new, increased and or additional tariffs or fees on the Goods covered under these T&Cs or on raw materials, intermediate products or any other materials or packaging use to produce the finished Goods covered by these T&Cs (collectively "Tariffs") any such Tariffs may in ROCKWOOL's sole discretion be added to the total price of the Goods sold under these T&C's. ROCKWOOL's right to add Tariffs to the price of the Goods becomes absolute once the Goods covered by these T&Cs are subject to the Tariffs and ROCKWOOL is obligated to pay such Tariffs.

### Delivery

7.1 Quoted and agreed delivery times are subject to Article 2 above. In case ROCKWOOL notifies the Customer of a delay as set forth in Article 2, the Customer is entitled to cancel their purchase order if and in so far as ROCKWOOL does not execute the order within a reasonable period set by the Customer. Cancellation of the purchase order is the sole remedy for any delay.

7.2 ROCKWOOL supplies the Goods as specified in the Agreement DDP and the carrier is selected by ROCKWOOL. Risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods and Customer's signature on the Bill of Lading. On any shipment where there is evidence of shortage, loss or damage to the Goods the Customer is obligated to acknowledge receipt of the Goods from the carrier in a manner noting the shortage, loss, or damage.

### Force majeure

8.1 ROCKWOOL shall not be responsible for any delay in the shipment or delivery of the Goods which are beyond its reasonable control. Events not within ROCKWOOL's reasonable control include, but are not limited to severe weather events, trade sanctions, pandemics, labour strikes, road closures, war, and other events not within the reasonable control of ROCKWOOL.

8.2 In addition to Article 8.1 the following situations count as force majeure: cyber terrorism or other types of cyber-attacks, security incidents, unintentional corruption or loss of data, or events of similar nature.

### Defects

9.1 Should a defect occur in the Goods and Services supplied by ROCKWOOL,



ROCKWOOL shall have the right to repair these defects (or have them repaired) or replace the Goods and Services, at the option and solely at the discretion of ROCKWOOL. Defects determined by ROCKWOOL to have arisen after delivery because of misuse, abuse, or improper handling and storage by the Customer shall not be the responsibility of ROCKWOOL and ROCKWOOL shall have no obligation to repair or replace such Goods.

9.2 The Customer must notify ROCKWOOL in writing of any defects relating to the Goods and Services and/or the performance of the Agreement after the Customer could have discovered the defect, however, no later than 15 (fifteen) calendar days after the Customer has received the Goods and/or Services. If complaints are not submitted on time, every claim with respect to ROCKWOOL will lapse and be deemed waived by Customer.

9.3 The Customer shall inform ROCKWOOL in writing of any inaccuracies in invoices within 15 (fifteen) calendar days of the invoice date, failing which, the Customer will be considered to have approved the invoice.

#### Reservation of ownership

10.1 ROCKWOOL retains full title and ownership of the Goods delivered or to be delivered, until payment relating to the Goods delivered or to be delivered have been met in full by the Customer.

#### Payment

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

11.2 Unless otherwise agreed in writing, payment of ROCKWOOL invoices must be made within 30 (thirty) calendar days of the invoice date, in the currency stated on the invoice and solely in the way indicated on the invoice. Interest at the rate of 2% per month calculated monthly (24.8242%) will be charged on late accounts.

11.3 Payments made by the Customer always will be applied in the following order: (i) to settle the costs owed, (ii) to pay the interest due and (iii) to pay the payable invoices which have been outstanding for the longest. The above application of payments shall be applied regardless as to how a Customer directs a particular payment be applied to their account unless agreed to in writing by ROCKWOOL.

11.4 In the event of non-payment ROCKWOOL has the right to suspend deliveries or to terminate the Agreement and claim compensation for any damage suffered from Customer arising from Customer's failure to pay.

#### Limitation of liability and limited warranty

12.1 ROCKWOOL is not liable towards the Customer for any indirect and/or consequential damage or loss, including, but not limited to property damage, loss of profits or income, damage to business reputation, loss of sales or any other similar incidental or consequential damage or loss.

12.2 In all cases in which ROCKWOOL is obliged to pay direct damages, such direct damages shall never exceed the invoice value of the Goods and/or Services supplied in connection with Customer's purchase order such invoice value acting as a legal cap on Customer's claim for damages.

12.3 Any claim against ROCKWOOL, apart from those which are acknowledged by ROCKWOOL, expires 12 months from the date the Goods were shipped or the Services were rendered by ROCKWOOL.

12.4 ROCKWOOL warrants that the Goods sold to Customers shall meet such specifications at the place of manufacture as are outlined in the most recently published ROCKWOOL data sheets for such Goods. If not in conformity with such specifications the sole remedy for such defect is outlined in Section 9 above including the applicable time limitations. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR USE OF A PARTICULAR PURPOSE. THE SAID REMEDY OF REPAIR OR REPLACEMENT IN SECTION 9 OF THESE TERMS AND CONDITIONS IS THE SOLE REMEDY OF THE CUSTOMER AND SUCH REMEDY OF REPAIR OR REPLACEMENT SHALL ONLY EXTEND TO THE CUSTOMER.

#### Applicable law & competent court

13.1 The law of the country and province or state where ROCKWOOL has its registered office applies to these T&C's without regard to conflict of law principles.

13.2 The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention on the International Sale of Goods 1980) is not applicable to the Agreement and is explicitly excluded.

13.3 All disputes between ROCKWOOL and the Customer will be adjudicated by a court of competent jurisdiction in a state or province where ROCKWOOL has offices or operations.

#### Export control & sanctions

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14.1 ROCKWOOL 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.

14.2 As indicated, the Goods supplied by ROCKWOOL to the Customer were supplied to Customer in compliance with all applicable export laws. Once received, should Customer then export the Goods, Customer shall be responsible for compliance to all applicable export laws regarding that sale.

#### ROCKWOOL Code of Conduct

15.1 ROCKWOOL operates a Code of Conduct setting a high level of integrity for ROCKWOOL. ROCKWOOL 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. ROCKWOOL expects the Customer to share the same principles.

15.2 ROCKWOOL operates a whistle blower scheme allowing third parties to report serious and sensitive concerns regarding breaches of business ethics. See more about Code of Conduct for ROCKWOOL on

[www.ROCKWOOLgroup.com](http://www.ROCKWOOLgroup.com).

#### Miscellaneous

16.1 ROCKWOOL has the right to engage one or more third parties at its own discretion to fulfil its obligations under these T&Cs.

16.2 ROCKWOOL shall have the right to assign this Agreement, without the Customer's consent, to any subsidiary or affiliated party or a third party.

