

General Terms and Conditions of Sale and Delivery of ROCKWOOL Belgium NV

Article 1 Definitions

- 1.1 In this document, "**ROCKWOOL**" means ROCKWOOL Belgium NV, with its registered office at Oud Sluisstraat 5 in BE-2110 Wijnegem and registered with the Belgian Crossroads Bank for Enterprises (*Kruispuntbank van Ondernemingen*) under number 0404.939.861 or a company affiliated with it; "**Agreement**" refers to these General Terms and Conditions of Sale and Delivery, together with the relevant quotations or order confirmations provided by ROCKWOOL or agreements concluded, in which the conditions and provisions for the delivery of Goods and/or Services by ROCKWOOL to the Client are included; "**Goods**" means, among other things, the products, materials, spare parts, the design, the tools, equipment, software, licences and all related documentation offered and supplied by ROCKWOOL; "**Services**" means the services and all products, services and results relating to or resulting from them to be supplied by ROCKWOOL; and "**Client**" means any person or legal entity that enters into an agreement with ROCKWOOL.

Article 2 Applicability

- 2.1 These Terms and Conditions of Sale and Delivery apply to all current and future offers, order confirmations, and/or agreements made by ROCKWOOL to or entered into with a Client, as well as to performance thereof.
- 2.2 These General Terms and Conditions of Sale and Delivery will apply to the exclusion of any general terms and conditions of purchase used by the Client. Deviating terms and conditions or provisions only apply if and in so far as they have been separately and expressly agreed in writing between ROCKWOOL and the Client for each individual agreement, in which case these General Terms and Conditions of Sale and Delivery shall in any event retain their additional effect compared to the deviating terms and conditions or provisions, and shall apply to each point of dispute that is not exhaustively regulated therein.
- 2.3 Unless otherwise agreed in writing, a Client with whom an agreement has been concluded to which these General Terms and Conditions of Sale and Delivery apply will agree to the application of the General Terms and Conditions of Sale and Delivery to all further agreements.

Article 3 Offers, engagements and agreements

- 3.1 All offers from ROCKWOOL shall be non-binding. Engagements and acceptances of offers by the Client will be irrevocable.
- 3.2 ROCKWOOL shall only be bound if it has confirmed the order in writing, or has commenced executing it.
- 3.3 ROCKWOOL must be notified in writing of any inaccuracies in ROCKWOOL's order confirmation within two (2) days of the date of the order confirmation, failing which the order confirmation will be considered to constitute a full and accurate reflection of the agreement and the Client will be bound by those terms.
- 3.4 Verbal undertakings or arrangements by or with its staff will bind ROCKWOOL only if it has confirmed them in writing.
- 3.5 ROCKWOOL will be entitled, at its own discretion, to engage one or more third parties for performance of the engagement.
- 3.6 These General Terms and Conditions will apply in full to any amendments to the agreement.

Article 4 Data

- 4.1 The Client guarantees the accuracy, completeness and reliability of information and data supplied to ROCKWOOL by or on the Client's behalf. ROCKWOOL will be under no obligation to investigate the correctness, completeness or reliability of the data provided to it.
- 4.2 ROCKWOOL will be under no obligation to perform or continue performing the engagement until the Client has provided all data and information that ROCKWOOL has requested.
- 4.3 If data necessary for performance of the agreement is not provided to ROCKWOOL, is not provided on time, or does not accord with the arrangements made in that respect, or if the Client otherwise fails to fulfil its obligations, ROCKWOOL may also charge the Client for any costs incurred in this respect at its normal rates.
- 4.4 If and in so far as ROCKWOOL sustains direct or indirect damage because the Client has provided incorrect and/or incomplete data and/or information, the Client will be obliged to fully compensate ROCKWOOL for that damage.

Article 5 Conformity

- 5.1 Any statements made by ROCKWOOL regarding quantities, quality, performance

and/or other characteristics relating to its Goods and Services are made with the greatest possible care. However, ROCKWOOL cannot guarantee that no deviations will occur in respect of such statements. These statements therefore apply as approximations and are non-binding. Upon receipt of the Goods or delivery of the Services, the Client must check conformity with the quantities, quality, performance and/or other characteristics stated by or agreed with ROCKWOOL.

- 5.2 Images, descriptions, catalogues, brochures, advertising materials, price lists and information and offers displayed on the website are purely approximations and do not bind ROCKWOOL.
- 5.3 Minor deviations in terms of colour, purity and quality will never constitute grounds for any complaint, refusal to accept delivery, dissolution of the agreement or delay in payment of the purchase price.
- 5.4 All technical requirements imposed by the Client in respect of the Goods to be supplied that deviate from the standard requirements must be emphatically stated by the Client upon conclusion of the agreement.
- 5.5 If a model, sample and/or example has been shown or provided by ROCKWOOL, this will be presumed to have been shown or provided as an indication only: the qualities of the Goods to be delivered may differ from the sample, model and/or example, unless ROCKWOOL has explicitly stated that delivery would be in accordance with the shown or provided sample, model and/or example.
- 5.6 The Client will be obliged to carefully examine the samples, models and/or examples received by it from ROCKWOOL, whether or not at the Client's request, for errors and defects and to return them promptly to ROCKWOOL, corrected or approved.
- 5.7 Samples, models or examples approved by the Client will be binding for performance of the engagement and will serve as confirmation that the work carried out prior to provision of the samples, models or examples has been performed properly and in the correct manner. Products manufactured and work performed in accordance with approved samples, models and/or examples cannot therefore give rise to complaints.
- 5.8 The Client must ensure that the Goods and Services to be ordered and/or already ordered by it comply with all governmental regulations in the country of destination and are suitable in general for the use intended by the Client. The use of the Goods and Services and conformity with government regulations will be at the Client's

risk.

- 5.9 The Client guarantees that it will use the Goods and Services purchased from ROCKWOOL only for the purpose for which ROCKWOOL sold the Goods and with due observance of and in accordance with the legislation applicable to the Client and its activities. The Client will be required to provide all necessary cooperation, facilities and data for an inspection, examination or test for verification of the Client's obligation under this article concerning the use of the Goods by the Client and compliance with the legislation applicable to the Client and its activities.
- 5.10 ROCKWOOL complies with all applicable European, US, United Nations and national export restrictions prohibiting the sale of certain products and/or services to certain countries, companies and/or individuals. Compliance with these export restrictions can never lead to a breach of contract on the part of ROCKWOOL.
- 5.11 If the Client resells Goods and/or Services in any way, the Client undertakes to comply strictly with all export restrictions referred to in Article 5.10 when making this resale.
- 5.12 ROCKWOOL applies a Code of Conduct from which it follows that ROCKWOOL and the ROCKWOOL group pursue a high level of integrity. The ROCKWOOL group is a member of the UN Global Compact initiative, with which the ROCKWOOL group has committed itself to fundamental principles in the areas of human rights, labour, the environment and anti-corruption. ROCKWOOL expects its Clients to apply the same principles. More information regarding the ROCKWOOL Code of Conduct can be found at www.ROCKWOOLgroup.com.
- 5.13 ROCKWOOL has a whistle-blowing scheme in place to enable third parties to report serious and sensitive concerns regarding violations of business ethics.

Article 6 Intellectual Property

- 6.1 All copyrights, model rights, trademark rights, patent rights, breeder's rights, database rights, semiconductor rights, portrait rights, rights to non-original writings, domain name rights, trade secrets and other intellectual and semi-intellectual property rights ('**Intellectual Property**') in relation to the Goods and Services provided, the design, source code, preparatory materials and designations thereof, and in relation to anything ROCKWOOL develops, designs, manufactures or provides, such as images, logos, drawings, texts and documentation, are vested in and are held exclusively by ROCKWOOL or its supplier. More specifically,

ROCKWOOL will be the sole owner and entitled party to the copyright that may arise in the works produced by it in performance of the agreement, even if the relevant work is stated as a separate item in the offer or on the invoice.

- 6.2 In respect of the Intellectual Property, the Client receives only a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use, limited to what is necessary to use the Goods and the result of the Services for the agreed purpose, and only for itself. Unless otherwise agreed in writing, the Client will not be permitted to reproduce, copy, adapt, convert or otherwise process content, materials or parts of Goods or Services.
- 6.3 The Client will not infringe any Intellectual Property.
- 6.4 In so far as necessary, and in so far as the Intellectual Property does not already accrue to ROCKWOOL on the basis of the law, the Client hereby transfers (whether or not in advance) all Intellectual Property to ROCKWOOL and hereby delivers it to ROCKWOOL, or (if a transfer in advance is not legally possible) the Client will transfer and deliver all such rights to ROCKWOOL immediately after they have arisen. The Client will provide ROCKWOOL with all requested cooperation and hereby grants ROCKWOOL an irrevocable and unconditional power of attorney to fulfil all formalities necessary to have the Intellectual Property registered on ROCKWOOL's behalf, including but not limited to the signing of all forms, deeds and agreements, without ROCKWOOL incurring any costs in connection with such. The Client hereby acknowledges and accepts that the Goods and/or the result of the Services qualify as sufficient compensation for this transfer of Intellectual Property.
- 6.5 In so far as Intellectual Property may be obtained by filing or registration, ROCKWOOL will be exclusively authorised for that purpose.
- 6.6 In the event of an Intellectual Property dispute arising between ROCKWOOL and the Client, ROCKWOOL will be presumed to be the entitled party, subject to proof to the contrary by the Client.
- 6.7 Goods to be delivered or supplied by ROCKWOOL according to its design, or a substantial part thereof, even if or in so far as they are not subject to copyright or other legal protection for ROCKWOOL, may not be reproduced in the context of any production process without ROCKWOOL's written consent.
- 6.8 ROCKWOOL is not obliged to store the goods referred to in the first paragraph of this article for the Client. If ROCKWOOL and the Client agree that these items will be stored by ROCKWOOL, this will be done for a period of no more than one (1)

year and without ROCKWOOL being responsible for the suitability for repeated use.

- 6.9 By issuing an engagement to duplicate or reproduce objects protected by Intellectual Property, the Client declares that no third-party Intellectual Property is thereby being infringed. The Client indemnifies ROCKWOOL in and out of court for all costs and damage ensuing from such infringement.

Article 7 Prices

- 7.1 Unless otherwise agreed in writing/expressly agreed, all prices quoted by or agreed with ROCKWOOL will be Ex Works (Incoterms 2020) and exclusive of VAT and other government levies, but including packaging costs.
- 7.2 If ROCKWOOL undertakes to provide additional Services for which no price is expressly specified in the agreement or if the engagement concerned is for a lower volume than determined by ROCKWOOL, ROCKWOOL will be entitled to charge a reasonable fee for such.
- 7.3 If, following the offer and/or the conclusion of an agreement, factors determining the cost price change, including taxes, excise duties, import duties, exchange rates, wages, prices of goods and/or services by ROCKWOOL, whether or not from third parties, ROCKWOOL will be entitled to adjust the prices accordingly.
- 7.4 If, after the offer and/or the conclusion of an agreement, currency changes take place as a result of which agreed prices in euros are higher, ROCKWOOL will be entitled to pass on this increase to the Client and there will therefore be no reason to adjust the prices in another currency.
- 7.5 If an engagement must be performed according to the design, drawing or other instructions of the Client, ROCKWOOL will be entitled to charge the Client a separate price.

Article 8 Delivery period and delivery

- 8.1 Any delivery periods stated by and agreed with ROCKWOOL will be approximate and must never be considered as strict deadlines. Exceeding an indicative delivery period shall in no case give rise to the right to any compensation for the Client and shall not give the Client the right not to perform or to suspend the obligations ensuing from the agreement. However, the Client may terminate the agreement if and in so far as ROCKWOOL fails to perform the engagement within a reasonable term imposed by the Client for that purpose. In such case, ROCKWOOL will not owe

any compensation.

- 8.2 The delivery period will be based on the working conditions that apply when the agreement is concluded and on the timely delivery of the goods and/or services ROCKWOOL that requires to perform the agreement. If a delay occurs due to a change in the working conditions and/or due to the non-timely delivery of goods and/or services required by ROCKWOOL, the delivery time will be adjusted as necessary.
- 8.3 The delivery period will be extended by the duration of the delay that ROCKWOOL experiences because of the Client's failure to fulfil any obligations under the agreement or to cooperate in performing the agreement.
- 8.4 ROCKWOOL will deliver the Goods Ex Works (Incoterms 2020) but may determine the way in which and by whom the transport is undertaken. If, at the request of the Client, ROCKWOOL also carries out the transport of the Goods to the Client, or has such transport carried out, ROCKWOOL will do so at the expense and risk of the Client. The moment when the risk is transferred will remain the moment of delivery Ex Works. If ROCKWOOL arranges the transport, the Client will be obliged to take receipt of the Goods immediately upon their arrival at their destination.
- 8.5 If the Client does not collect the Goods or have them collected or does not take delivery of the Goods on the agreed delivery date or within the agreed delivery period, they will be stored at the expense and risk of Client for as long as ROCKWOOL considers it desirable.
- 8.6 ROCKWOOL will decide how and by whom the Services will be performed, although it will take the Client's wishes into account as far as possible.
- 8.7 ROCKWOOL may perform an agreement in parts and require payment for the part of the agreement that has been performed.

Article 9 ICT Services

- 9.1 If software applications, IaaS and/or IoT applications ("**ICT Services**") – or support for these – form part of a Good or Service, the provisions of this article will apply additionally.
- 9.2 To determine its intended use of the ICT Services, the Client has carefully ascertained the feasibility of its objectives, the suitability of its systems and the restrictions attached to the ICT Services. The Client is responsible for selecting an ICT Service. Under no circumstances can ROCKWOOL be held liable for the

selection or suitability of any ICT service.

- 9.3 ROCKWOOL will give the Client the opportunity to perform an acceptance test, to be determined by ROCKWOOL, of a maximum of ten (10) days prior to commissioning (if necessary after linking with the Client's systems) in order to test the proper functioning within its own environment. ROCKWOOL will rectify any reproducible errors that come to light during the acceptance test free of charge. In all other respects, the Client accepts the ICT Service in its current state, except for material and visible defects. Non-acceptance of any module or component will not affect the obligation to accept the other components of an ICT service. Rectification work after the end of the acceptance period constitutes a separate, ICT service and will not be free of charge.
- 9.4 Unless expressly agreed otherwise, ROCKWOOL will be entitled to charge its usual rates for all the time it spends providing an ICT service. The Client acknowledges that maintenance, support and user training are not included in the price for provision of an ICT service, unless such has been agreed in writing.
- 9.5 In the event of termination, ROCKWOOL will provide reasonable cooperation – for the fees to be determined by ROCKWOOL – with migration to a subsequent service provider and, if the Client so desires, will establish links to the systems of such subsequent service provider, on condition that the confidentiality of ROCKWOOL's data is guaranteed.

Article 10 Force majeure

- 10.1 If ROCKWOOL is prevented from fulfilling the agreement because of *force majeure*, it may suspend performance of the agreement. In such case, the Client will not be entitled to claim compensation, costs or interest.
- 10.2 *Force majeure* will be taken to mean, *inter alia*, extreme weather conditions, fire, flooding, accident, staff illness or strikes, epidemic or pandemic and/or government measures adopted in the context thereof, business disruption, stagnation in transport, power failure, cyber terrorism or other cyber attacks, security incidents, intentional or accidental corruption or loss of data, disrupting statutory provisions, export restrictions, problems in production or transport of the Goods unforeseen by ROCKWOOL, and late delivery of goods or services by third parties engaged by ROCKWOOL, and other circumstances beyond the control of ROCKWOOL.
- 10.3 In the event of *force majeure*, ROCKWOOL will be entitled to terminate the

agreement at any time for the part that cannot be performed, doing so by means of a written statement, with immediate effect and without intervention by the courts. If the *force majeure* situation lasts longer than six (6) weeks, the Client will also be entitled to dissolve the part of the agreement that cannot be performed by giving written notice.

- 10.4 If ROCKWOOL has already fulfilled part of its obligations when the *force majeure* situation occurs, or can only fulfil part of its obligations, it will be entitled to invoice the Client separately for the fulfilled part or the part that can still be fulfilled and the Client will be required to settle the invoice as if it related to a separate agreement.

Article 11 Defects and complaints

- 11.1 ROCKWOOL warrants the soundness of the Goods and Services delivered in accordance with what the Client may reasonably expect on the basis of the agreement. If defects should occur in the Goods or Services delivered by ROCKWOOL, ROCKWOOL will rectify such defects or have them rectified, apply a reasonable price reduction or redeliver the Goods or Service in question, all this at the sole discretion of ROCKWOOL.
- 11.2 Any guarantees will be expressly provided by ROCKWOOL only in separate documentation under the terms and conditions set out in such separate documentation. No guarantee can therefore be derived from these General Terms and Conditions of Sale and Delivery.
- 11.3 In so far as a guarantee as referred to in Article 11.2 is issued, the following defects will in any case not be covered by such guarantee which are wholly or partly the result of:
- normal wear and tear;
 - other-than-normal use, which in any event includes use in a sector other than the one to which the goods were supplied. This includes use in aircraft brakes;
 - the failure of the Client or its staff to observe directions or instructions, or other-than-normal expected use;
 - improper storage, maintenance or use by the Client;
 - work by third parties, assembly/installation or repair by third parties or by the Client without the prior written consent of ROCKWOOL;
 - the application of any government regulation regarding the nature and quality

of the materials used;

- Goods produced and delivered that have been customised according to designs, drawings or other instructions of the Client;
- items that the Client has provided to ROCKWOOL for processing or for performance of an engagement or which have been used in consultation with the Client;
- parts acquired by ROCKWOOL from third parties, in so far as these third parties have not provided a guarantee to ROCKWOOL;
- processing of the Goods by the Client, unless ROCKWOOL has explicitly stated a certain way of processing in its documentation, brochures, etc. or has permitted such in writing without any reservation;
- vandalism, weather impact or other external causes.

- 11.4 Any possible treatment or processing of the Goods delivered by ROCKWOOL will be at the Client's own risk. The Client will indemnify ROCKWOOL against all claims of third parties resulting from any treatment or processing of the Goods delivered by ROCKWOOL.
- 11.5 Minor deviations cannot be classified as a defect and must be accepted by the Client. Deviations which, in all reasonableness and taking all circumstances into account, have no influence or only a minor influence on the utility value of the Goods will always be considered as deviations of minor importance.
- 11.6 Any right to a guarantee or complaint will lapse if the Goods have been transported, handled, used, processed or stored by or on behalf of the Client in a faulty manner or in violation of instructions given by or on behalf of ROCKWOOL, or if the usual measures/instructions have not been observed, as well as if the Client fails to fulfil any of its obligations vis-à-vis ROCKWOOL arising from the underlying agreement, fails to fulfil them properly or fails to do so on time.
- 11.7 The Client must carefully inspect the Goods and Services immediately after their delivery, failing which any right to protest, replacement and/or guarantee will lapse. Any complaints relating to the quantity of Goods delivered and/or transport damage must be noted on the consignment or delivery note, failing which the quantities stated on the consignment or delivery note will constitute conclusive proof with respect to the Client.
- 11.8 The Client must report any complaints regarding the Goods, Services and/or performance of an agreement to ROCKWOOL by registered letter within eight (8)

days of discovering the defect or of the point when the Client should reasonably have discovered it. In the absence of a timely complaint, any claim against ROCKWOOL will lapse.

- 11.9 If the Client protests, it will be obliged to offer ROCKWOOL the opportunity to carry out an inspection and to establish the shortcoming. The Client will be obliged to keep the Goods regarding which it has lodged a protest at ROCKWOOL's disposal, failing which all rights to specific performance, rectification, dissolution and/or compensation or payment will lapse.
- 11.10 Goods sold may only be returned to ROCKWOOL, irrespective of the reason, with the prior written consent of and subject to the return and/or other instructions given by ROCKWOOL. The Goods will at all times remain at the Client's expense and risk. Transport and all related costs will be at the Client's expense. ROCKWOOL will reimburse the transport costs if it is established that there has been an imputable breach on its part.
- 11.11 Any faults relating to part of the Goods delivered will not entitle the Client to reject or refuse the entire batch of Goods delivered.
- 11.12 The Client must notify ROCKWOOL in writing of any inaccuracies in its invoices within five (5) days of the invoice date, failing which the Client will be considered to have approved the invoice.
- 11.13 Complaints will not suspend the Client's payment obligation.
- 11.14 Following the discovery of a shortcoming in a Good or Service, the Client will be obliged to do everything to avoid or limit that damage, expressly including the immediate cessation of use, processing or treatment, and marketing.

Article 12 Retention of title

- 12.1 ROCKWOOL will retain title to the Goods delivered and to be delivered until all its claims in respect of the Goods delivered and to be delivered have been paid in full by the Client.
- 12.2 If the Client is in default in fulfilling its obligations, ROCKWOOL will be entitled, at the Client's expense, to recover or have others recover the Goods belonging to it from the place where they are located. In this context, ROCKWOOL will be entitled to enter the business premises of the Client.
- 12.3 The Client will not be entitled to pledge or transfer the title to Goods that have not yet been paid for. The Client will be obliged to keep any Goods supplied subject to

the retention of title with due care and recognisable as ROCKWOOL's property.

Article 13 Advice

- 13.1 ROCKWOOL will do its utmost to achieve the intended results with its advice and other information (including, but not limited to, calculations and drawings), but does not guarantee these results in any way. All advice and other information provided by ROCKWOOL is therefore entirely without obligation and is provided by ROCKWOOL as non-binding information.
- 13.2 The advice and other information provided by ROCKWOOL is intended exclusively for the Client. Third parties cannot derive any rights from said advice or information.
- 13.3 Unless ROCKWOOL gives its prior written consent, the Client will not be permitted to disclose the content of advice and other information provided by ROCKWOOL or make it available to third parties in any other manner.

Article 14 Payment

- 14.1 Unless agreed otherwise in writing, ROCKWOOL's invoices are payable within thirty (30) days of the invoice date, in the currency stated on the invoice and only in the manner indicated on the invoice.
- 14.2 ROCKWOOL may always request full or partial advance payment and/or obtain security for payment in some other manner.
- 14.3 ROCKWOOL will be entitled to invoice partial deliveries separately.
- 14.4 The Client waives any right to suspension or set-off, nor does it have a right of retention in respect of the Goods. ROCKWOOL will always be entitled to set off the amounts it owes the Client against the amounts the Client and/or businesses affiliated with the Client owe or owes ROCKWOOL, regardless of whether these amounts are due and payable.
- 14.5 If payment is not received on time, the Client, with no notice of default being required, will owe interest of 1% per month on the invoice amount, calculated from the due date up to and including the date of payment, with part of a month being considered as a full month and without prejudice to ROCKWOOL's right to claim full damages.
- 14.6 The Client will be liable for all costs relating to collection. The extrajudicial collection costs will amount to at least 15% of the amount to be collected, subject to a

minimum of EUR 200.00.

- 14.7 If payment of an agreed instalment is not made by the due date, or if the Client has become insolvent or has petitioned for a provisional or final suspension of payment of debts, if the statutory debt rescheduling arrangement (Wsnp) has been declared applicable to the Client and/or if the Client's property and/or claims are attached, the full invoice amount will become immediately due and payable. If one of these situations occurs, the Client must inform ROCKWOOL of that fact immediately.
- 14.8 Payments by the Client will first be used to cover any outstanding costs, then to pay the interest due, and finally to pay the longest outstanding invoices, even if the Client stipulates that the payment is for a more recent invoice.

Article 15 Right of pledge and retention

- 15.1 ROCKWOOL has a right of pledge and a retention right with regard to all items and documents that ROCKWOOL has or acquires, regardless of the source of such, for all claims that ROCKWOOL may have or acquire in respect of the Client.
ROCKWOOL has a right of pledge and a retention right in respect of every party that demands the surrender of such items or documents.
- 15.2 ROCKWOOL may also exercise the rights referred to in Article 15.1 with regard to the amounts that the Client owes ROCKWOOL in connection with previous engagements and/or engagements that have already been performed.

Article 16 Cancellation

- 16.1 The Client may not cancel an order that has been placed. If the Client nevertheless cancels all or part of an order that has been placed, it will be obliged to compensate ROCKWOOL for all the costs reasonably incurred, work performed and profit lost in fulfilling the order, plus VAT.

Article 17 Liability and indemnity

- 17.1 Except for the provisions in Article 11.1, the Client will have no claim whatsoever against ROCKWOOL as a result of defects in or in relation to the Goods and/or Services supplied by ROCKWOOL. To the maximum extent permitted by law, ROCKWOOL is therefore not liable for direct and/or indirect damage, including property damage, unforeseeable damage, immaterial damage, loss of income, loss of profit, damage sustained by third parties, reputational damage and any other

consequential damage, regardless of the cause, unless there is intent or fraud on the part of ROCKWOOL.

- 17.2 To the maximum extent permitted by law, ROCKWOOL is also not liable in the above sense for the acts of its employees or other persons who fall within its scope of risk, including for any gross or other negligence or an intentional act or omission on their part.
- 17.3 ROCKWOOL will not be liable for losses of whatever nature caused by the Client or after the Client has treated or processed the Goods following delivery, has transferred them to third parties or has had them treated or processed or delivered to a third party, or has used or transferred the Goods other than for normal use and/or outside the intended sector. This includes use in aircraft brakes.
- 17.4 ROCKWOOL will not be liable for any damage if delivery of Goods and/or Services is not possible due to export restrictions, embargoes, etc.
- 17.5 ROCKWOOL will not be liable for any advice or recommendations it gives to the Client, unless such advice or recommendations form an explicit part of a specific Service. In the case of a specific service, the limitations of liability, as set out in this Article 17, will apply. The Client indemnifies ROCKWOOL against all third-party claims in connection with advice or down payments provided by ROCKWOOL.
- 17.6 ROCKWOOL will not be not liable for deviations, errors and defects or their consequences that have gone unnoticed in the samples, models or examples approved or corrected by the Client.
- 17.7 ROCKWOOL will not be liable for infringement of patents, licenses and/or other intellectual property rights of third parties by using data provided by or on behalf of the Client. Nor will ROCKWOOL be liable for damage or loss of raw materials, semi-finished products, models and/or other items made available by the Client.
- 17.8 The Client will indemnify ROCKWOOL, its employees and any auxiliary persons it hires to perform the agreement against any third-party claims, including claims based on product liability, in connection with ROCKWOOL's performance of the agreement, irrespective of the cause, and against any costs ensuing from such claims for ROCKWOOL.
- 17.9 Damage to Goods caused by damage to or destruction of the packaging of the Goods will be at the expense and risk of the Client.
- 17.10 In all cases in which ROCKWOOL is obliged to pay damages, these will never exceed the invoice value of the Goods and/or Services supplied that caused the

damage or in connection with which the damage was caused. If the damage is covered by the business liability insurance policy of ROCKWOOL, the damage compensation will, moreover, never be higher than the amount actually paid out by the insurer.

- 17.11 Unless acknowledged by ROCKWOOL, every claim against ROCKWOOL will automatically lapse twelve (12) months after the claim arose.
- 17.12 The Client will indemnify ROCKWOOL and its employees against claims of third parties (including administrative and/or criminal penalties), as well as claims from ROCKWOOL's employees, that sustain damage relating to performance of the agreement because of acts or omissions of the Client and/or the inaccuracy or incompleteness of data or information provided by or on behalf of the Client.

Article 18 ROCKWOOL staff

- 18.1 Unless the Client has obtained ROCKWOOL's prior written consent, the Client may not enter into an employment contract with any person employed or who has been employed by ROCKWOOL in the previous twelve (12) months, or hire such person to perform work in some other manner for the Client in so far as that work is not performed on the basis of an agreement with ROCKWOOL.
- 18.2 The prohibition under this article will apply from the date of the first agreement between ROCKWOOL and the Client and will apply until twelve (12) months have passed since performance of the final engagement for or agreement with the Client.
- 18.3 If the prohibition in this Article 18 is violated, the Client will forfeit a penalty to ROCKWOOL of EUR 10,000 per violation and EUR 250 for each day that the violation continues, without prejudice to ROCKWOOL's right to compensation for the damage caused by the violation and its right to claim specific performance of this agreement.

Article 19 Protection of personal data

- 19.1 When collecting and (further) processing personal data in the context of the agreement from or on behalf of the Client, ROCKWOOL will comply with its obligations ensuing from the General Data Protection Regulation (GDPR), the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and, as from its entry into force, the ePrivacy Regulation and related legislation and regulations, and will take appropriate protective measures.

- 19.2 If ROCKWOOL believes it must be regarded as the processor within the meaning of the GDPR, the Client will, immediately at ROCKWOOL's request and as a supplement to the provisions of this article, enter into and sign a written processing agreement with ROCKWOOL, in accordance with the model that ROCKWOOL will provide.
- 19.3 The Client will indemnify ROCKWOOL against all third-party claims (including in any event from users and government agencies), financial government sanctions and costs (including costs of legal representation), resulting from the Client's violation of any statutory regulation relating to the processing of personal data.

Article 20 Representation

- 20.1 When acting on behalf of one or more other parties, the Client, without prejudice to the liability of those other parties, will be liable towards ROCKWOOL as though acting personally as a client.
- 20.2 If ROCKWOOL concludes an agreement with two or more natural persons or legal entities, all clients will always be jointly and severally liable towards ROCKWOOL.
- 20.3 If ROCKWOOL concludes an agreement with a company under incorporation, the founders will remain jointly and severally liable in full for the agreement, even after it has been ratified.

Article 21 Applicable law and competent court

- 21.1 The agreement(s) between ROCKWOOL and the Client is/are governed by Belgian law.
- 21.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) and any national rules on conflicts of law do not apply to the agreement(s) between ROCKWOOL and the Client and are expressly excluded.
- 21.3 The place of performance of all engagements will be considered to be the place of business of ROCKWOOL.
- 21.4 All disputes between ROCKWOOL and the Client will be adjudicated exclusively by the competent court of the Antwerp District Court, Antwerp division. In deviation from this provision, ROCKWOOL will also be entitled at all times, at its own discretion, to submit a dispute or claim to the competent court of the place where the Client has its registered office or actual place of business.

Article 22 Final provisions

- 22.1 The nullity, invalidity or voidability of any provision of these Terms and Conditions of Sale and Delivery or of agreements to which these Terms and Conditions of Sale and Delivery apply will not affect the validity of the other provisions. ROCKWOOL and the Client must replace any nullified, invalid or voided provisions with valid provisions whose purport is as similar as possible to that of the nullified, invalid or voided provisions.
- 22.2 The Dutch text will be decisive for construing and interpreting these General Terms and Conditions of Sale and Delivery.

2022 version