

GENERAL TERMS AND CONDITIONS UNILIN INSULATION IRELAND LTD. ("THE SUPPLIER") – VERSION OCTOBER 2022

1. Unless otherwise agreed in writing between the parties, these general terms and conditions apply to each offer, each quotation and each order confirmation from the supplier and to each agreement between the customer and the supplier. The supplier may decide at its discretion whether or not to accept an order from the customer. Only an express, written order confirmation from the supplier creates an agreement between the parties, and the customer has no right to delivery of the relevant products in the absence of such an express, written order confirmation.
2. By accepting the order confirmation, either through an express written confirmation or implicitly due to a lack of protest from the customer within three days after receiving the order confirmation, the customer declares its agreement with the content and applicability of these general terms and conditions and the language in which they are drawn up, it acknowledges having taken note of them, and expressly waives the application of its own general terms and conditions. Deviating clauses or conditions only apply to the supplier if the supplier has explicitly accepted them in writing. If, in addition to the English version of the general terms and conditions, the customer also received a version in another language, the English version will be considered as the authentic one and shall have priority in the event of disputes about the interpretation.
3. The supplier may change the current general terms and conditions at any time, and such amended conditions will apply thirty (30) calendar days after the notification of this new version to the customer. The failure or delay by the supplier to invoke any of its rights can under no circumstances be regarded as a waiver of any right, since such a waiver must be explicitly confirmed in writing.
4. The cancellation or request for amendment of a confirmed order is only possible with the express prior consent of the supplier shall result in the customer being liable to the supplier for payment of all costs incurred by the supplier up until the date of receipt of the notice of amendment or cancellation, which shall include any administrative costs and expenses incurred in dealing with such cancellation, without prejudice to supplier's other right or remedies to claim higher compensation if the actual damage suffered is higher. If the order for the goods are custom-made for the customer, the supplier shall be entitled to the price of the order, without prejudice to any other right or remedy available to the supplier.
5. Delivery takes place in accordance with the applicable Incoterm as stated in the order confirmation (according to the most recent version of the Incoterms as determined by the ICC) and, if applicable, by the supplier at a delivery address or on location. In the absence of an Incoterm being mentioned in the order confirmation, the delivery is Ex Works Suppliers Manufacturing location. It is the responsibility of the customer to ensure that the delivery location is in good condition and suitable as a delivery location. If a customer's representative is not present at the agreed delivery address and/or time, or if delivery is not possible, the supplier has the right to charge the customer for the delivery and storage costs for those goods, without prejudice to any other rights or remedies of the supplier. Deliveries of the goods in different parts and tolerances of up to 10% on ordered volumes are possible and cannot give rise to complaints. The delivery times stated, even in an order confirmation, are always indicative and given in good faith, but are not binding and time of delivery is not of the essence. Delays in the delivery of the goods shall not entitle the customer to refuse to take delivery or claim damages or terminate this agreement.
6. The delivered goods remain the property of the supplier until full payment by the customer of any amounts due of whatever kind. As long as payment has not been made in full, the customer cannot resell them or use them as collateral. The risk of loss and damage to the goods is transferred to the customer in accordance with the Incoterm as stated in the order confirmation, or the Incoterm that applies in accordance with Article 5 of these general terms and conditions.
7. The legal and beneficial title of the delivered goods will pass to the customer once the supplier has received payment in full for the delivered goods. Until the delivered goods have been paid for in full in accordance with these general terms and conditions, the customer shall in respect of such delivered goods: (i) hold the goods as bailee for the supplier; (ii) store the goods separately from all other products and materials in the customer's possession; (iii) keep such goods in their original state, in perfect order, repair and condition suitably stored and protected from weather and risk; (iv) ensure that the goods are clearly identifiable and marked as belonging to the supplier; and (v) immediately inform the supplier if it becomes subject to any of the events set out in clause 19 (i)-(v). If demanded by the supplier, the customer agrees to promptly deliver up to the registered office of the supplier (or such other location as the supplier may designate) any goods not paid for when payment has fallen due. The Supplier may repossess any goods delivered to the customer in respect of which payment is overdue and thereafter retain, resell or otherwise dispose of such goods in the supplier's sole discretion. For the foregoing purposes, the customer hereby grants to supplier (and its agents, nominees and designees) (and represents and warrants it has procured and shall maintain all necessary rights, permissions and licences from any relevant third party for the benefit of the supplier) an irrevocable and unconditional right, permission and licence to enter on to any premises where such goods are located for the purpose of repossessing same. Customer acknowledges and agrees that this clause 7 constitutes and shall be deemed to constitute a retention of title clause.
8. The customer or person acting on its behalf must check the nature, quantity and proper condition of the goods upon receipt. Any shortage, non-conformity with respect to the order or product specifications or any other visible defects must be reported immediately on the delivery documents or at the latest three (3) working days after delivery, under penalty of expiry of right of recourse. The condition of the goods must be carefully verified again before installation or processing. If the customer does not carry out the installation itself, it will impose this control on its customers or the installer it being understood that the absence of verification or a faulty verification by the relevant parties shall always be the responsibility of the customer. The use and processing of the goods by the customer implies acceptance of the goods. Under no circumstances will the supplier be liable for damage caused by the installation of goods with visible defects, colour deviations compared to the supplier's catalogues, samples or marketing material, damage due to the actions of the customer or due to not accurately following the supplier's instructions.
9. In the absence of specification in the matter, the usual quality present on the market applies. Unless explicitly agreed otherwise between the parties, the supplier is not deemed to have knowledge of or take into account the specific application that the customer will make of the goods or purpose for which they are intended, and the supplier therefore cannot be held liable for this. Only the customer is liable for the specific use that it makes of the purchased goods and/or the suitability of the goods for the purpose for which it uses these goods or intends to use them.
10. The customer must report all complaints due to hidden defects, under penalty of expiry of its rights, by registered letter within five (5) working days after discovery and in any case within twelve (12) months after delivery. This notification must contain a detailed description of the defect. This provision is without prejudice to the rights under any commercial warranty (in accordance with the applicable warranty conditions and only if expressly agreed). In any case, the supplier can only be held liable for defects in the goods if the technical requirements, processing instructions, installation instructions and maintenance guidelines of the supplier have been correctly observed.
11. **TO THE EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL NOT BE LIABLE TO THE EXTENT THAT ANY DAMAGE OR DEFECT IN THE PRODUCT IS DUE TO AN ERROR OR NEGLIGENCE ON THE PART OF THE CUSTOMER OR OF A PERSON FOR WHOM THE CUSTOMER IS RESPONSIBLE. IN THE EVENT THAT A COMPLAINT FOR DEFECTIVE GOODS WAS REPORTED TO THE SUPPLIER IN TIME AND IN ACCORDANCE WITH THIS ARTICLE, THE SUPPLIER HAS THE RIGHT TO DECIDE – AT ITS OWN DISCRETION – TO REPLACE SUCH DEFECTIVE GOODS, TO REDUCE THE PURCHASE PRICE, OR TO TAKE BACK THE GOODS AND REPAY THE PURCHASE PRICE. NO RETURN SHIPMENT CAN TAKE PLACE WITHOUT THE WRITTEN PERMISSION OF THE SUPPLIER. SUCH PERMISSION IS NOT AN ACKNOWLEDGEMENT OF LIABILITY BY THE SUPPLIER. THE REMEDIES OFFERED IN THESE GENERAL TERMS AND CONDITIONS SHALL CONSTITUTE FULL AND FINAL REMEDY FOR ANY CLAIMS IN RESPECT OF DEFECTIVE PRODUCT.**
12. Any complaint of any kind does not suspend the payment obligations and does not authorise the customer to refuse delivery for goods that are not the subject of the complaint. Except in the case of willful misconduct, fraud or deceit, the supplier is in no way liable for and the supplier cannot be obliged to compensate the customer for any form of immaterial, indirect or consequential damage, including but not limited to loss of profit, loss of revenue, loss of income, production loss or production downtime, administration or personnel costs, an increase in general costs, missed opportunities, loss of clientele or any claims from third parties (including customers of the customer). **TO THE EXTENT PERMITTED BY LAW, (A) THE TOTAL LIABILITY OF THE SUPPLIER PER CLAIM IS LIMITED TO THE INVOICE VALUE OF THE PRODUCT GIVING RISE TO THE CLAIM, EXCEPT IN THE CASE OF INTENT, FRAUD OR DECEIT; AND (B) THE LIMITATION AND EXCLUSION OF LIABILITY INCLUDED IN THIS ARTICLE 12 ALSO APPLIES IN THE EVENT OF A GROSS NEGLIGENCE ON THE PART OF THE SUPPLIER.**
13. Stated prices are always expressed in euros and exclude VAT. Transport costs, storage costs, insurance costs etc. are not included in the price unless otherwise determined by the applicable Incoterm.
14. All fees, duties, taxes and/or levies of any nature whatsoever that relate to the delivered goods or the delivery or transport thereof and the services provided, including new fees, duties, taxes and/or levies that would be introduced or would become applicable after entering into the agreement, are entirely at the expense of the customer, unless otherwise agreed by the parties. The supplier has the right to pass on all fees, duties, taxes and/or levies to the customer.
15. Orders are invoiced at the prices and conditions as stated in the order confirmation, unless agreed otherwise between the parties. The supplier expressly reserves the right to increase the agreed price, even after the date of the order confirmation, due to a price increase in one or more elements of the production or logistics chain and/or in the event of a price increase in the (raw) materials, energy, transport or labour required for the products, subject to prior notice to the customer. Supplier reserves the right to pass on to customer any price increases for increased costs of transport, energy (raw) materials and/or labour incurred by any of the

supplier's third-party suppliers.

16. The supplier has the right to only issue the invoices electronically. The customer has the right to request a paper invoice from the supplier in writing. The supplier will make the electronic invoices available on an internet platform of the supplier or will send them by e-mail to the customer, at the option of the customer. The supplier guarantees the authenticity of the origin and the integrity of the electronic invoices issued, as well as the legibility thereof. The customer explicitly accepts the probative value of these invoices. Each invoice is payable at the location, time and under the conditions stated on the invoice. The stated payment term, as well as any shorter payment term that would give right to a discount, always has the invoice date as the reference point. Any dispute with regard to an invoice must, under penalty of inadmissibility, arrive at the registered office of the supplier within fourteen (14) days after the invoice date.
- Any amount that remains unpaid on the due date will, by virtue of law and without prior notice of default, be subject to interest equal to the special statutory interest rate as determined in the European Communities (Late Payment in Commercial Transactions) Regulations 2012. In the case of non-payment of an invoice by the due date, all other not yet overdue claims of the supplier against the customer shall automatically become payable, without prior notice. If the customer fails to fulfil its obligations, including payment for the goods and services, the supplier reserves the right to suspend the execution/production/delivery of all current orders without judicial intervention and without prior notice of default, or to dissolve the agreement without the right to compensation on the part of the customer, but without prejudice to other rights that the supplier has, including the right to obtain compensation for damages from the customer.
17. Setoff on the part of the customer is explicitly excluded. The supplier is entitled to offset all claims against the customer against any of its outstanding debts of whatever nature, and irrespective of whether these debts are certain, due and payable. To the extent permitted under applicable law, the current provision and this possibility are also valid and enforceable in the event of insolvency, dissolution, judicial reorganisation or bankruptcy on behalf of the customer.
18. If at any point in time the supplier has doubts about the creditworthiness of the customer, including acts of (legal) enforcement against the customer, in the event of late or non-payment of one or more invoices, in the event of judicial reorganisation and/or any other identifiable events that (may) affect the supplier's confidence in the proper execution of the commitments made by the customer, the supplier expressly reserves the right to suspend deliveries, to demand advance payment and/or (other) securities or guarantees for deliveries yet to be made, even if the goods have already been sent in whole or in part or the services have already been partially performed.
19. The supplier has the right to terminate the agreement with the customer at any time, with immediate effect, without judicial authorisation, and without payment of any compensation by the supplier, in the following cases: (i) in the event of a suspension of payment (the application for or summons regarding) or in the event the customer is deemed unable to pay its debts within the meaning of section 570 of the Companies Act 2014; (ii) in the event a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the customer; (iii) in the event an application is made to court, or an order is made, for the appointment of an examiner or if a notice of intention to appoint an examiner is given or if an examiner is appointed over the customer; (iv) in the event a person becomes entitled to appoint a receiver over any of the assets of the customer or a receiver is appointed over any of the assets of the customer; (v) in the event of judicial reorganisation, insolvency proceedings and/or bankruptcy of the customer; (vi) cessation of (a part of) the customer's activities; (vii) (pre-judgement or enforced) seizure of (part of) the customer's assets; and/or (viii) if the customer, pursuant to Art. 17, refuses to make an advance payment and/or to provide other securities requested by the supplier, without prejudice to the supplier's right to claim higher compensation if the damage actually suffered is higher).
20. If the amount due by the customer to the supplier, this being the unpaid invoices and the value of the orders still to be executed, exceeds the limit for outstanding invoices determined for the customer by the supplier or its credit insurer, the supplier has the right to suspend all its commitments to the customer with immediate effect until the amount due by the customer is again less than the aforementioned limit.
21. The customer pledges all current and future receivables that it has against third parties in favour of the supplier, who accepts such, as a guarantee for the agreement(s) to which these general terms and conditions are attached. The maximum amount for which the pledged receivables serve as a guarantee is equal to the principal amount of the agreement(s) to which these general terms and conditions apply, plus the associated expenses such as interest, statutory damages and the costs of enforcement. The pledge will only be enforced for an amount equal to the amounts that are due and payable, pursuant to the agreement(s) to which these general terms and conditions are attached, on the day of the notification of the enforcement of the pledge.
22. In the event of force majeure on the part of the supplier, the obligations of the supplier to the customer are suspended for the duration of the force majeure. Force majeure is understood to mean (i) the (unforeseen or unforeseeable) circumstances and/or circumstances beyond the reasonable control of the supplier as a result of which the performance of the agreement is fully or partially, whether or not temporarily, aggravated; and/or (ii) the following cases, which are not exhaustive: change in law, war, terror, terror threats, insurrection, riots, quarantine, general or partial strikes, lock-out, fire, operational accidents, machine breakdown, lack of means of transport, shortage of materials and/or raw materials, frost, epidemics, decisions or interventions by the government, fuel shortages, energy shortage, force majeure on the part of a supplier or subcontractor and errors or delays due to third parties. If the force majeure situation should last longer than two (2) months, the supplier has the right to terminate the agreement without judicial intervention and without being liable for compensation. In the event of force majeure, the supplier may, at its own discretion, judge and decide on the allocation and distribution of the available goods to its customers, whereby in such a situation the customer cannot claim any compensation from the supplier nor can it terminate the agreement for that reason.
23. All copyrights, trademarks, domain names, patents and patent applications and other intellectual property rights with regard to the delivered goods and services belong to the supplier and are not transferred or licensed to the customer. The customer undertakes not to infringe on the supplier's intellectual property rights nor to take any other action that could adversely affect or negatively influence the intellectual property rights or the value thereof. The customer will immediately inform the supplier if it becomes aware of a (potential) infringement of the supplier's intellectual property rights.
24. The customer shall ensure that all data and information received from the supplier that the customer knows or should reasonably know to be of a confidential nature (hereinafter "Confidential Information") is kept secret and used only for the purposes of performance of the agreement, as long as the Confidential Information remains confidential. The customer will only use the Confidential Information for the purpose for which it was provided. The customer acknowledges that all information regarding the goods and services that the supplier transfers to the customer (except in the case of proof to the contrary) can be regarded as Confidential Information and trade secrets of the supplier.
25. The supplier shall process the personal data it receives in the performance of the agreement exclusively in accordance with the provisions of its privacy policy. The supplier's privacy policy is available on the supplier's website: <http://www.unilininsulation.ie>
26. If one (full or partial) or more clauses of these general terms and conditions are invalid or unenforceable, this does not affect the validity and enforceability of the other clauses or that part of the relevant clause that is not valid or unenforceable. In such a case, the parties will negotiate in good faith to replace the unenforceable or contradictory stipulation by an enforceable and legal stipulation that is as close as possible to the intent and purpose of the original stipulation.
27. For all disputes concerning agreements with, offers from and orders with the supplier, the courts of the judicial district in which the registered office of the supplier is located at the moment of the dispute, will be exclusively competent and the laws of the country in which the supplier is established, will be exclusively applicable to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 on the limitation period for the international purchase of movable property, and the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974. Without prejudice to the aforementioned, the supplier may always opt to submit disputes to the courts and tribunals competent for the location of the customer's registered office.
28. The customer guarantees and will ensure that neither the customer, nor any manager, director, representative, employee, appointee or person associated with the customer violates or has violated any anti-corruption legislation, rules or regulations that apply to the customer. Without prejudice to the foregoing, neither the customer nor any person acting in its name shall: (i) take action to promote an offer, payment, promise to pay, or authorisation or approval of payment, or giving money, goods, gifts or anything else valuable, directly or indirectly, to a civil servant for the purpose of obtaining or retaining business, or to do business, or with the supplier or the customer; (ii) give a bribe, discount, payment, influence, inducement or any other unlawful payment; or (iii) use business funds for any unlawful contribution, gift, form of entertainment or other unlawful expense related to political activity.
29. The customer guarantees and shall ensure that it is not appointed by, act on behalf of, or is associated with any party listed on an EU, US or other government prepared list of parties with whom no trade may be conducted, such as the U.S. Treasury Department Office of Foreign Assets Controls Specially Designated Nationals and Blocked Persons List, and the customer agrees that it will not resell or transfer any goods, services or technology provided by the supplier to such persons. The customer complies with the applicable economic sanctions imposed by the EU or US and the other applicable economic sanctions, as well as with export laws and regulations.