

Article 1 Definitions

1.1 In this document 'ROCKWOOL' shall mean ROCKWOOL BV, a private limited liability company under Dutch law, registered with the Dutch Chamber of Commerce under number 13014428 or its affiliated companies; 'agreement' refers to these General Terms and Conditions of Sale, together with the relevant offers or order confirmations issued or agreements entered into by ROCKWOOL, containing the conditions and provisions for the delivery of Goods and/or Services by ROCKWOOL to the Client; 'Goods' shall mean among others the products, materials, spare parts, the design, the tools, equipment, software, licences and all related documentation offered and supplied by ROCKWOOL; 'Services' shall mean the services and all related or resultant products, services and results to be delivered by ROCKWOOL; and 'Client' shall mean any person or legal entity entering into an agreement with ROCKWOOL.

Article 2 Applicability

2.1 These terms and conditions apply to all offers and/or agreements issued by ROCKWOOL or entered into with a Client and the implementation thereof.
2.2 These General Terms and Conditions of Sale apply to the exclusion of the general terms and conditions of purchase employed by the Client. Deviating conditions or provisions shall only apply if and in as much as separately agreed expressly and in writing between ROCKWOOL and the Client, for each individual agreement.
2.3 The Client with whom an agreement has been entered into subject to these General Terms and Conditions of Sale shall agree to the applicability of the General Terms and Conditions of Sale to all further agreements, unless otherwise agreed in writing.

Article 3 Offers, orders and agreements

3.1 All offers from ROCKWOOL shall be non-binding. Orders and the acceptance of offers by the Client shall be irrevocable.
3.2 ROCKWOOL shall only be bound if it has confirmed the order in writing, or has started its implementation.
3.3 Inaccuracies in the order confirmation from ROCKWOOL must be notified in writing to ROCKWOOL within 2 days following the date of order confirmation, in default of which the order confirmation shall be considered as correctly and completely reflecting the agreement and the Client shall be bound thereby.
3.4 Verbal undertakings or agreements made by or with its personnel shall only be binding upon ROCKWOOL if confirmed in writing.
3.5 ROCKWOOL shall be entitled to hire one or more third part(y)ies for the implementation of the order, at its own discretion.
3.6 These general conditions will apply in full to any amendments to the agreement.

Article 4 Data

4.1 The Client guarantees the correctness, completeness and reliability of the data and information issued to ROCKWOOL by the Client or on its behalf. ROCKWOOL shall not be required to check the correctness, completeness or reliability of this data issued to ROCKWOOL.
4.2 ROCKWOOL shall only be required to (further) implement the order if the Client has issued all data and information requested by ROCKWOOL.
4.3 If data necessary for implementation of the agreement have not been made available to ROCKWOOL, or have not been made available on time or in accordance with the agreements, or if the Client fails to fulfil its obligations in some other manner, ROCKWOOL shall further have the right to charge the costs originating as a result, according to its standard rates.
4.4 If and in as much as ROCKWOOL suffers direct or indirect losses as a result of the fact that the data and/or information provided by the Client are incorrect and/or incomplete, the Client shall be required to fully compensate ROCKWOOL for those losses.

Article 5 Conformity

5.1 All statements from ROCKWOOL concerning quantities, quality, performance and/or other properties with regard to its Goods and Services are issued with the greatest possible care. However, ROCKWOOL cannot guarantee that no deviations will occur in that respect. These statements shall therefore be considered approximations and are non-binding. Upon taking receipt of the Goods or upon provision of the Services, the Client is required to check compliance with the quantities, quality, performance and/or other properties specified by or agreed with ROCKWOOL.
5.2 Illustrations, descriptions, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon ROCKWOOL.
5.3 Minor deviations in colour, purity and quality shall under no circumstances give grounds for any complaint, refusal to accept the delivery or dissolution of the agreement, or delay in payment of the price.
5.4 All technical requirements imposed by the Client on the Goods to be delivered and which deviate from normal requirements must be specifically notified by the Client upon entering into the agreement.
5.5 If a model, sample and/or example is displayed or issued by ROCKWOOL, this shall be considered as only having been displayed or issued by way of indication. The properties of the Goods to be delivered may deviate from the sample, model and/or example, unless ROCKWOOL has expressly stated that delivery will be made in conformity with the sample, model and/or example displayed or issued.
5.6 The Client is required to carefully examine all samples, models and/or examples received from ROCKWOOL, whether or not at the request of the Client, for errors and defects, and to return said samples, models and/or examples to ROCKWOOL either corrected with due urgency, or approved.
5.7 Samples, models or examples approved by the Client shall be binding for the implementation of the order and shall serve as confirmation that previous work carried out on the samples, models or examples was undertaken soundly and in the correct manner. Products manufactured and work undertaken in conformity with the approved samples, models and/or examples may therefore not give grounds for complaints.
5.8 The Client must confirm that the Goods and/or Services ordered or to be ordered by the Client satisfy all government regulations imposed thereon in the country of destination, and are generally suitable for the use intended by the Client. The use of the Goods and Services and compliance with government provisions shall be for the risk of the Client.
5.9 The Client guarantees that the Goods and Services purchased from ROCKWOOL shall only be used for the purpose for which ROCKWOOL sold the Goods, taking account of and in accordance with the legislation and regulations applicable to the Client and its activities. The Client is required to provide all necessary cooperation, facilities and data for an inspection, examination or test to verify the obligations upon the Client appearing in this article, with regard to the use of the Goods by the Client and compliance with the legislation and regulations applicable upon the Client and its activities.
5.10 ROCKWOOL complies with all applicable EU, US, UN and national export control regulations prohibiting sale of certain products and services to certain countries, individual companies and/or persons. Complying with these export control regulations can never cause a default from ROCKWOOL.
5.11 In the event the Client supplies Goods and/or Services on to third parties, the Client is obliged to strictly comply with all export control regulations referred to in article 5.10.
5.12 ROCKWOOL operates a Code of Conduct setting a high level of integrity for ROCKWOOL and the ROCKWOOL group. The ROCKWOOL group has acceded to the UN Global Compact Initiative committing the ROCKWOOL group to meet fundamental responsibilities in the area of human rights, labour, environment and anti-corruption. The ROCKWOOL group expects its clients to share the same principles. See more about the ROCKWOOL Code of Conduct on www.ROCKWOOLgroup.com.
5.13 ROCKWOOL operates a whistle blower scheme allowing third parties to report serious and sensitive concerns regarding breaches of business ethics.

Article 6 Intellectual Property

6.1 All copyrights, model rights, brand rights, patent rights, breeders' rights, database rights, semiconductor rights, portrait rights, rights to non-original literature, domain name rights, trade secrets and other (semi) intellectual property rights ('Intellectual Property') relating to the delivered Goods and/or Services, the source code, the preparatory material and its names, and relating to anything developed, designed, manufactured or supplied by ROCKWOOL shall accrue to and remain exclusively with ROCKWOOL or its supplier. More specifically, ROCKWOOL is sole owner and right holder to the copyright that may arise due to compliance by ROCKWOOL with the work produced in fulfilling the agreement, also if the work in question appears as a separate item in the offer or in the invoice.
6.2 With respect to the Intellectual Property, the Client shall receive only a non-exclusive, non-transferrable, non-pledgeable user, non-licensable, restricted to what is necessary for use of the Goods and the result of the Services for the intended purpose, and exclusively for its own use. Unless otherwise agreed in writing, the Client shall not be permitted to reproduce, to convert or to otherwise process content, materials or parts of the Goods of Services.

6.3 The Client will in no way infringe the Intellectual Property.

6.4 In as far as necessary and in as far as the Intellectual Property does not already accrue to ROCKWOOL on the basis of the law, the Client hereby (in advance) transfers all Intellectual Property to ROCKWOOL, free of charge, and hereby delivers that property to ROCKWOOL or (if a transfer in advance is not legally possible), the Client will transfer all such rights to ROCKWOOL immediately following their establishment, free of charge. The Client will provide ROCKWOOL all requested cooperation and will hereby grant to ROCKWOOL irrevocable and unconditional authority to fulfil all formalities necessary to have the intellectual property registered in the name of ROCKWOOL, including but not restricted to the signing of all forms, deeds and agreements, without any costs arising for ROCKWOOL, as a consequence.

6.5 In as much as Intellectual Property can be acquired by an application or registration, ROCKWOOL shall be exclusively authorised.

6.6 If a dispute arises between ROCKWOOL and the Client concerning Intellectual Property, ROCKWOOL shall be assumed as being right holder, in the absence of evidence to the contrary from the Client.

6.7 The goods or or a material share of the goods to be supplied by ROCKWOOL according to its design may not be reproduced in the framework of any production process without the written approval of ROCKWOOL, even if or in as much as ROCKWOOL owns no copyright or enjoys no other legal protection on the goods.

6.8 ROCKWOOL is not required to keep the goods as intended in the first section of this article on behalf of the Client. If ROCKWOOL and the Client agree that these goods will be kept by ROCKWOOL, this shall take place for a maximum period of one year. ROCKWOOL will not guarantee the suitability of the goods for repeated use.

6.9 By issuing an order for the multiplication or reproduction of the item protected by Intellectual Property, the Client hereby declares that no infringement will be made of the intellectual property of third parties. The Client indemnifies ROCKWOOL in and out of law and for all costs and damages which may arise from any such infringement.

Article 7 Prices

7.1 The prices specified by ROCKWOOL or agreed with ROCKWOOL are Ex Works (Incoterms 2010) and excluding VAT and other government-imposed charges but including packaging costs, unless expressly agreed otherwise/in writing.
7.2 If ROCKWOOL accepts additional Services without a price having been specifically laid down in the agreement for those services, or if the order in question is below a scale/size determined by ROCKWOOL, ROCKWOOL shall be entitled to charge a reasonable fee for those Services.
7.3 If following the offer and/or the conclusion of an agreement, factors which determine the cost price including tax, duties, import charges, exchange rates, wages, prices of goods and/or services which may or may not be obtained by ROCKWOOL from third parties are altered, ROCKWOOL shall be entitled to duly adjust the prices.
7.4 If following the offer and/or the establishment of an agreement, exchange rate changes take place as a result of which the agreed prices in euro are higher, ROCKWOOL shall be authorised to charge on this price rise to the Client. However this represents no reason to adjust the prices in another currency.
7.5 If an order must be implemented according to a design, drawing or other instructions from the Client, ROCKWOOL shall be authorised to charge a separate price to the Client, for this service.

Article 8 Delivery times and delivery

8.1 The delivery times specified by and agreed with ROCKWOOL have been set approximately and may not be viewed as deadlines. Exceeding of a delivery time shall not require ROCKWOOL to pay compensation and shall not grant the Client the right to not comply with or suspend any obligations arising from the agreement. However, the Client is entitled to terminate the agreement if and in as much as ROCKWOOL has still failed to implement the order within a reasonable period provided by the Client. In that case, ROCKWOOL shall owe no compensation.
8.2 The delivery time is based on the working conditions applicable at the moment of entering into the agreement, and on timely delivery of the goods and/or services required by ROCKWOOL for complying with the agreement. If as a result of a change to working conditions and/or late delivery of goods and/or services required by ROCKWOOL a delay occurs, the delivery time shall be extended by as long as necessary.
8.3 The delivery time will be extended by the duration of the delay occurring on the part of ROCKWOOL as a result of non-compliance by the Client with any obligation arising from the agreement or cooperation demanded of the Client with regard to implementation of the agreement.
8.4 ROCKWOOL will deliver the Goods Ex Works (Incoterms 2010) but will specify the manner in which and by whom the transport will be carried out. If at the request of the Client ROCKWOOL also undertakes the transport of the Goods to the Client or has transport undertaken, ROCKWOOL shall do so for the account and risk of the Client. The moment of risk transfer remains delivery Ex Works. If ROCKWOOL organises the transport, the Client is required to take receipt of the Goods immediately following arrival at the destination.
8.5 If the Client fails to collect the Goods/have them collected or does not take acceptance of the Goods on the agreed delivery date or within the agreed delivery period, they will be stored for the account and risk of the Client, for as long as ROCKWOOL considers this desirable.
8.6 ROCKWOOL will determine the manner in which the Services will be implemented and by which person(s), but will as far as possible take account of the wishes of the Client.
8.7 ROCKWOOL is authorised to implement an agreement in parts, and to demand payment for that part of the agreement that is implemented.

Article 9 ICT Services

9.1 If software applications, IaaS and/or IoT applications or application support ('ICT services') form part of the Good or Service, the provisions of this article shall also apply.
9.2 In identifying the intended use of the ICT services by the Client, the Client has sufficiently taken note of the feasibility of its objectives, the suitability of its system and the restrictions on the ICT services. ROCKWOOL shall accept no liability in respect of the selection or suitability of any ICT service.
9.3 Prior to commissioning, ROCKWOOL will offer the Client the opportunity to undertake an acceptance test to be specified by ROCKWOOL, lasting a maximum of ten days (if necessary following connection with the Client's systems) to test the correct functioning within its own environment. Reproducible errors that arise during the test will be rectified by ROCKWOOL, free of charge. In all other respects, the Client shall accept the ICT service 'as is' which it is supplied, with the exception of material and visible defects. Non acceptance of any module or part shall be without prejudice to the obligation to accept the other parts of the ICT service. Repair work following expiry of the acceptance period shall represent a separate payable ICT service.
9.4 Unless expressly otherwise agreed, ROCKWOOL is authorised to charge its standard rates for all time spent on providing an ICT service. Maintenance, support and user training are not included in the price for the delivery of an ICT service, unless agreed in writing.
9.5 In the event of termination, for a charge to be determined by ROCKWOOL, ROCKWOOL will provide all reasonable cooperation in migration to a subsequent service provider and if so demanded by the Client will establish all necessary links with the systems of the subsequent service provider, subject to the condition that confidentiality of ROCKWOOL's data is guaranteed.

Article 10 Force Majeure

10.1 If ROCKWOOL is prevented from complying with the agreement due to force majeure, ROCKWOOL shall be entitled to suspend implementation of the agreement. In that case, the Client shall have no right to compensation of damage, costs or interest.
10.2 Force majeure shall among others be taken to mean: extreme weather conditions, fire, flooding, accident, staff illness or strike, business disruption, stagnation in transport, power failure, cyber terrorism or similar cyber attacks, security incidents, intentional or accidental corruption or loss of data, disrupting legal provisions, export restrictions, problems in production or transport of the Goods unforeseen by ROCKWOOL, and late delivery of goods or services by third parties hired by ROCKWOOL, and other circumstances beyond the control of ROCKWOOL.
10.3 In the event of a force majeure situation, ROCKWOOL shall be authorised to terminate the non-implementable part of the agreement, by written notice. If the force majeure situation lasts longer than 6 weeks, the Client shall also be authorised to terminate the non-implementable part of the agreement, by written notice.
10.4 If at the start of the force majeure situation ROCKWOOL has already partially fulfilled its obligations or is only able to partially fulfil its obligations, it shall be entitled to separately invoice all that which has been delivered or the part to be delivered, and the Client shall be required to pay this invoice as if it related to a separate agreement.

Article 11 Defects and complaints

11.1 ROCKWOOL warrants the sound nature of the delivered Goods and Services in accordance with the reasonable expectations of the Client on the basis of the Agreement. If defects occur in the Goods or Services delivered by ROCKWOOL, ROCKWOOL shall repair these defects (or have them repaired), offer a reasonable price reduction or redeliver the Good or Service in question, all entirely at the discretion of ROCKWOOL.

11.2 Any warranties shall only be issued by ROCKWOOL in separate documentation and subject to the conditions described in this separate documentation. It is not possible to derive the existence of any warranty from the General Terms and Conditions.

11.3 In as much as any warranty as referred to in article 11.2 is issued, any defects occurring in or (partly) as a consequence of the following shall not be covered by this warranty:

- normal wear and tear;
- failure by (the personnel of) the Client to follow orders or instructions, or use for any other than the normal intended purpose;
- inexpert storage, maintenance or use by the Client;
- work undertaken by third parties, assembly/installation or repair by third parties or by the Client, without prior written permission from ROCKWOOL;
- the application of any government regulation in respect of the nature or quality of the materials employed;
- tailor-made Goods, produced and delivered on the basis of designs, drawings or other instructions from the Client;
- goods issued to ROCKWOOL by the Client for processing or implementation of an order, or employed in consultation with the Client;
- components obtained by ROCKWOOL from third parties, in as much as these parties have issued no warranty to ROCKWOOL;
- the processing by the Client of the Goods, unless ROCKWOOL has specified or permitted a specific processing method in its documentation, brochures, etc. in writing, without any reservations;
- vandalism, the influence of weather or other external causes.

11.4 Any processing of the Goods delivered by ROCKWOOL shall be for the own risk of the Client. The Client indemnifies ROCKWOOL against all claims from third parties arising from any processing of the Goods delivered by ROCKWOOL.

11.5 Minor deviations may not be qualified as defects and must be accepted by the Client. Deviations which, taking account of all circumstances, can reasonably have no or only a minor influence on the user value of the Goods shall at all times be considered as being deviations of limited importance.

11.6 Any right to warranty or complaint shall expire if the Goods are transported, handled, used, processed or stored inexpertly by or on behalf of the Client or in contravention of any instructions issued by or on behalf of ROCKWOOL, or if the normal measures/regulations have not been complied with, or if the Client fails, fails properly or fails in good time to comply with any obligations arising for the Client in respect of ROCKWOOL from present agreement.

11.7 Immediately following receipt, the Client must inspect the delivered Goods and Services, in default of which any right to complaint, replacement and/or warranty shall expire. Any complaint relating to the quantity of Goods delivered and/or transport damage must be recorded on the waybill or delivery note in default of which the quantity recorded on the waybill or delivery note shall provide compelling evidence against the Client.

11.8 The Client must report any complaints about Goods, Services and/or the implementation of an agreement to ROCKWOOL by registered letter within 8 days after the Client has discovered the defect or should reasonably have discovered it. In the absence of a timely complaint, any liability of ROCKWOOL shall expire.

11.9 If the Client complains, it is required to offer ROCKWOOL the opportunity to carry out an inspection and identify the defect. The Client is required to keep the Goods about which a complaint has been issued available for ROCKWOOL, in default of which any right to compliance, repair, dissolution and/or compensation (for damage) shall expire.

11.10 The return to ROCKWOOL of sold Goods for whatever reason is only permitted following prior written authorisation and transport and/or other instructions from ROCKWOOL. At all times the Goods shall remain for the account and risk of the Client. The transport and all related costs shall be for the account of the Client. ROCKWOOL will reimburse the transport costs if it is determined that there was an attributable shortcoming on the part of ROCKWOOL.

11.11 Any defects relating to part of the delivered Goods shall not give the Client any right to reject or refuse the entire batch of delivered Goods.

11.12 The Client must inform ROCKWOOL in writing of any inaccuracies in invoices from ROCKWOOL within 5 days following the invoice date, in default of which the Client will be considered as having approved the invoice.

11.13 Complaints will not suspend the payment obligations upon the Client.

11.14 Following the observation of a defect in a Good or Service, the Client is required to take all possible measures to prevent or limit damage, including possible immediate cessation of use, processing and trading of the Good or Service.

Article 12 Reservation of ownership

12.1 ROCKWOOL reserves ownership of the Goods delivered and to be delivered, until all its claims in respect of the Goods delivered and to be delivered have been settled in full by the Client.

12.2 If the Client is in default of complying with its obligations, ROCKWOOL shall be entitled to retrieve the Goods belonging to ROCKWOOL (or to have them retrieved) for the account of the Client, from the location where they are held. In this framework, ROCKWOOL shall be entitled to enter the business premises of the Client.

12.3 The Client is not entitled to pledge or transfer ownership of the Goods not yet paid for. The Client is required to store the Goods delivered subject to retention of title with the necessary care, and recognisably as the property of ROCKWOOL.

Article 13 Advice

13.1 ROCKWOOL shall to the best of its ability strive to achieve the intended result with its advice and other information provision (including but not limited to calculations and drawings) but shall offer no guarantee whatsoever in that respect. All advice issued and other information provided by ROCKWOOL is therefore entirely non-binding and shall be issued by ROCKWOOL as non-binding information.

13.2 The advice issued and other information provided by ROCKWOOL is intended exclusively for the Client. Third parties may derive no rights from that advice or information.

13.3 Without prior written permission from ROCKWOOL, the Client is not permitted to make the content of advice and other information provided by ROCKWOOL public, or in any other way make it available to third parties.

Article 14 Payment

14.1 Unless otherwise agreed in writing, invoices from ROCKWOOL must be paid within 30 days following the invoice date in the currency specified on the invoice and exclusively in the manner indicated on the invoice.

14.2 ROCKWOOL shall at all times be entitled to demand full or partial prepayment and/or otherwise obtain security for payment.

14.3 ROCKWOOL is entitled to separately invoice part deliveries.

14.4 The Client waives any right to suspension and set-off and shall acquire no right of retention to the Goods. ROCKWOOL is as all times authorised to set off any amounts it owes to the Client against that which the Client and/or businesses associated with the Client owe to ROCKWOOL, whether or not already demandable.

14.5 If no timely payment is received, without further notice of default, the Client shall owe interest on the invoice amount of 1% per month, calculated from the due date up to the date of payment, whereby part of a month shall be considered a full month, and without prejudice to the right to ROCKWOOL to demand full compensation.

14.6 All costs relating to collection shall be for the account of the Client. Extrajudicial collection costs shall be at least 15% of the amount to be collected, with a minimum of EUR 200.

14.7 The entire invoice amount shall be immediately and fully payable in the event of late payment of an agreed instalment on the due date, and if the Client is declared bankrupt, requests a (provisional) moratorium, is made subject to the statutory debt management scheme ((WSNP) and/or if any attachment is imposed on the Client. If one of the above situations occurs, the Client is required to immediately duly inform ROCKWOOL.

14.8 Any payments made by the Client shall serve first to settle the costs payable, then to settle any interest payable and then to settle the longest outstanding invoices, even if the Client specifies that payment relates to a later invoice.

Article 15 Pledge and right of retention

15.1 ROCKWOOL holds a pledge and right of retention on all goods and documents which ROCKWOOL has or acquires in its possession, on whatever grounds, for all claims which ROCKWOOL has or acquires against the Client. ROCKWOOL shall hold the pledge and retention right against any parties demanding the surrender of goods or documents.

15.2 ROCKWOOL may also exercise the rights as intended in article 15.1 for any amounts still payable by the Client to ROCKWOOL in connection with previous and/or already implemented orders.

Article 16 Cancellation

16.1 Once placed, the Client may not cancel an order. If the Client nonetheless fully or partially cancels a placed order, the Client shall be required to reimburse ROCKWOOL for all costs reasonably incurred with a view to implementing that order, the work of ROCKWOOL and the loss of profit suffered by ROCKWOOL, plus VAT.

Article 17 Liability and Indemnification

17.1 Beyond the provisions of article 11.1, the Client shall have no claim whatsoever against ROCKWOOL for defects or with regard to the Goods and/or Services provided by ROCKWOOL. As a consequence, ROCKWOOL is not liable for direct or indirect losses, including business losses, intangible losses, lost income, stagnation losses, harm to reputation and any other consequential damages, due to whatever cause, except in the case of intent or wilful recklessness on the part of ROCKWOOL.

17.2 ROCKWOOL shall also not be liable as intended hereinabove for actions by its employees or other persons within its control, including (gross) negligence or deliberate intent on the part of these persons.

17.3 ROCKWOOL shall not be liable for losses of whatever nature caused by or after the Client has processed the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.

17.4 ROCKWOOL shall not be liable for any losses if delivery of Goods and/or Services is not possible as a consequence of export restrictions, embargoes, etc.

17.5 ROCKWOOL shall not be liable for the advice or recommendations issued by ROCKWOOL to the Client unless this advice or recommendations are explicitly part of a specific Service. In the event of a specific Service, the liability restrictions as appearing in this article 17 shall apply. The Client shall indemnify ROCKWOOL for all claims from third parties in connection with advice or recommendations issued by ROCKWOOL.

17.6 ROCKWOOL shall not be liable for the (consequences of) non conformities, errors or defects that remain unnoticed in the samples, models or examples approved or corrected by the Client.

17.7 ROCKWOOL shall not be liable for the infringement of patents, licences and/or other intellectual property rights of third parties through the use of information issued by or on behalf of the Client. ROCKWOOL shall also not be liable for damage to or loss of raw materials, semi-manufactured goods, models and/or other goods supplied by the Client.

17.8 The Client shall indemnify ROCKWOOL, its employees and others insured for implementation of the agreement against any claim from third parties, including claims based on product liability in connection with the implementation of the agreement by ROCKWOOL, irrespective of the cause, and against any resultant costs for ROCKWOOL.

17.9 Damage to Goods caused by damage or destruction of packaging of the Goods shall be for the account and risk of the Client.

17.10 In all cases in which ROCKWOOL is required to pay compensation, this shall never exceed the invoice amount for the Goods and/or Services delivered as a result of or in connection with which the damage was caused. If the damage is covered by the business liability insurance of ROCKWOOL, the compensation shall furthermore never exceed the amount actually paid out by the insurer in the case in question.

17.11 Any claim against ROCKWOOL, unless recognised by ROCKWOOL, shall lapse through the simple passage of 12 months following the occurrence of the claim.

17.12 The Client will indemnify ROCKWOOL and employees of ROCKWOOL against claims from third parties (also including administrative and/or criminal fines) including employees of ROCKWOOL who suffer damage in connection with the implementation of the agreement as a result of the actions or failure to act by the Client and/or the inaccuracy or incompleteness of information or data issued by or on behalf of the Client.

Article 18 ROCKWOOL personnel

18.1 Without prior written permission from ROCKWOOL, the Client shall not be permitted to enter into a contract of employment with a person who is employed at ROCKWOOL or a person who was employed at ROCKWOOL in a previous period of 12 months or in any other way to have this person carry out work on behalf of the Client, in as much as this work is not carried out on the basis of an agreement entered into with ROCKWOOL.

18.2 The prohibition in this article shall apply from the date of establishment of the first agreement between ROCKWOOL and the Client, and shall continue to apply until 12 months following implementation of the last order issued to or agreement entered into with the Client.

18.3 In the event of violation of the prohibition contained in this article 18, the Client shall owe to and in favour of ROCKWOOL a penalty of EUR 10,000 per violation and of EUR 250 for every day that the violation continues, without prejudice to the right of ROCKWOOL to demand compensation for all losses caused by the violation and without prejudice to its right to demand compliance with this Agreement.

Article 19 Personal Data Protection

19.1 In collecting and (further) processing personal data in the framework of the agreement from or for the Client, ROCKWOOL will comply with the obligations and shall take adequate protective measures as arising from the General Data Protection Regulations (GDPR), the GDPR Implementation Act and, from the moment it comes into effect, the ePrivacy Regulation and all related legislation and regulations.

19.2 If in its own judgement ROCKWOOL must be considered to be a data processor as intended in the GDPR, at the first request of ROCKWOOL, in addition to the provisions in this article, the Client will enter into and sign a written data processing agreement with ROCKWOOL, in accordance with the model to be supplied by ROCKWOOL.

19.3 The Client indemnifies ROCKWOOL against all claims from third parties (including at least users and government authorities), financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Client of any personal data protection laws.

Article 20 Representation

20.1 If the Client acts on behalf of one or more others, without prejudice to the liability of those others, it (the Client) shall be liable to ROCKWOOL as if it itself were the Client.

20.2 If ROCKWOOL enters into an agreement with two or more natural persons or legal entities, all clients shall all times be jointly and severally liable for the entire agreement, in respect of ROCKWOOL.

20.3 If ROCKWOOL enters into an agreement with a company in establishment, the founders shall also remain jointly and severally liable for the entire formation, following confirmation of the agreement.

Article 21 Applicable Law and Competent Court

21.1 The agreement(s) between ROCKWOOL and the Client are subject to Dutch law.

21.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply to the agreement(s) between ROCKWOOL and the Client and is expressly excluded.

21.3 The place of implementation of all orders shall be considered as being the establishment location of ROCKWOOL.

21.4 All disputes between ROCKWOOL and the Client will exclusively be submitted to the competent judges at the District Court of Limburg, location Roermond, the Netherlands. Contrary to this provision, ROCKWOOL shall at all times be entitled to submit a dispute or claim to the competent court in the location where the Client is based, or has its actual seat.

Article 22 Final Provisions

22.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the other provisions. ROCKWOOL and the Client are required to replace any provisions that are null and void with provisions that are valid, and which as far as possible reflect the intention of the null or void provision. The Dutch text will be decisive for purposes of the interpretation of these General Terms and Conditions.