

Terms of sale and delivery of Isover

General provisions

Any sale from Saint-Gobain Isover (Saint-Gobain Denmark A/S) ("Saint-Gobain Isover") is made under these terms of sale and delivery, irrespective of opposite or deviating provisions in the buyer's orders placed, acceptance, confirmation, general terms etc.

Offers submitted are valid for 30 days from the date of submission.

Before the buyer accepts an offer, however, it may be amended or revoked if the circumstances for Saint-Gobain Isover change significantly.

Scope and nature of the delivery

1.0 Deliveries only comprise services described in Saint-Gobain Isover's offer or order confirmation.

1.1 Until delivery has taken place, Saint-Gobain Isover reserves the right without notice to make changes to the technical specification of the goods that do not materially change the properties and uses of the goods.

Price and payment terms

2.0 The price is ex VAT and all other taxes and fees incumbent on or charged to the goods.

2.1 Indications of prices in offers or order confirmations are provisional, as the delivery takes place at the prices applicable at the date of delivery unless otherwise expressly stated in the offer.

2.2 Payment must be made in accordance with the provisions printed on the invoice. In case of late payment, default interest of 1.8% accrues per commenced month unless otherwise agreed.

2.3 Saint-Gobain Isover reserves the right to impose, without further notice, temporary price increases on all offers and order confirmations submitted if production costs increase significantly, including the price of energy, supplies and raw materials, and this was not foreseen when Saint-Gobain Isover submitted the offer or order confirmation.

Place and time of delivery, passing of risk and shipment

3.0 The risk passes on to the buyer on delivery.

3.1 Delivery no later than 15 working days after the time specified in the offer or the order confirmation is considered timely. In case of the circumstances described in clause 7, the time of delivery is postponed.

3.2 The goods are delivered alongside truck on a solid road at the place designated by the buyer where the buyer makes personnel available for the unloading, at the buyer's expense. If the unloading has not been finalised before one hour after the arrival of the truck at the place, the buyer is debited with the excess time. Delivery takes place between 07.00 and 16.00 unless otherwise agreed. For additional purchases of logistic services, reference is made to Saint-Gobain Isover's Service Charter.

3.3 If the buyer does not give directions on arrival of the truck, the goods are unloaded at an appropriate place at the driver's discretion, after which delivery has taken place and the goods are at the buyer's risk. If the buyer is not represented on arrival of the truck and the driver does not estimate that the goods should be unloaded, the buyer pays all costs incidental to return, storage and later distribution.

3.4 According to specific agreement, delivery can take place ex works or by rail. Delivery abroad and in Greenland and the Faroe Islands also takes place according to specific agreement.

3.5 On delivery by truck, the buyer must sign for the receipt of the goods. If the buyer is not present on delivery, it is not possible to complain later that the correct quantity, number etc. was not delivered.

Defects and complaints

4.0 The extent of Saint-Gobain Isover's liability for defects is as stipulated below and applies for 12 months from the date of delivery.

4.1 Within the above period, Saint-Gobain Isover must remedy any faults and defects in the goods delivered or redeliver at Saint-Gobain Isover's own choice.

4.2 No other remedies for defective performance can be submitted against Saint-Gobain Isover, and the buyer cannot cancel the purchase, demand a proportionate reduction or damages, nor withhold the purchase price wholly or partly. Saint-Gobain Isover is not liable for losses inflicted on the buyer or others as a result of defective delivery, including losses resulting from delayed construction or production or the redoing of the construction or production.

4.3 The buyer must examine the goods thoroughly and carefully immediately after delivery. Complaints about defects must be made in writing without undue delay after the defect has been or should have been established.

4.4 If Saint-Gobain Isover's delivery takes place for construction work in Denmark, the works contract clause in circular 25.6.1986 on liability in construction work applies so that, according to the above rules, liability for defects can be claimed for five years after the handing-over of the construction in which the delivery forms part. In case of deliveries to stock or resale, the liability however ceases no later than six years after delivery to Saint-Gobain Isover's buyer. In these events, proceedings may be instituted as described in section 2, last subsection of the circular, and in the circumstances specified in section 2, second-last subsection of the circular, the employer may submit a claim against Saint-Gobain Isover, but not to an extent further than described above, and not to an extent further than a claim submitted by Saint-Gobain Isover's customer.

Product liability

5.0 Saint-Gobain Isover is not liable for damage to property. Saint-Gobain Isover is only liable for personal injury according to the rules set out in the Danish Product Liability Act (lov om produktansvar). Damages can never exceed the compensation level applicable from time to time of Danish law.

5.1 If it must be considered to have been established that a claim concerning defects in deliveries cannot be enforced against Saint-Gobain Isover's buyer, or only with great difficulties, or against any subsequent buyers, it is accepted that the claim can also be made directly against the supplier. Also in such cases can Saint-Gobain Isover be liable only for defects to the extent that Saint-Gobain Isover's own delivery is defective and further only to the extent which follows from Saint-Gobain Isover's contractual relationship with Saint-Gobain Isover's buyer.

5.2 However, in all events Saint-Gobain Isover accepts that it can be sued together with Saint-Gobain Isover's buyer and subsequent buyers referring to the parties' mutual relationship. The case will be tried by the Danish Building and Construction Arbitration Board in Copenhagen (Voldgiftsretten for bygge- og anlægsvirksomhed).

5.3 In all events, Saint-Gobain Isover is only liable if a complaint has been made without undue delay.

5.4 Saint-Gobain Isover only assists with technical guidance according to specific agreement.

5.5 Saint-Gobain Isover is only liable for personal injury or damage to property caused by a defect in a product delivered if it is established that the damaging defect is in the nature of a hazardous property whose existence is due to errors or omissions on the part of Saint-Gobain Isover.

Limitation of liability

6.0 Saint-Gobain Isover is only liable to the extent determined above. Saint-Gobain Isover is never liable for business interruption, loss of time, loss of profit, indirect losses or other similar losses.

Force majeure and pandemic-related reservation

7.0 Saint-Gobain Isover is exempt from liability in the event of non-performance or delayed performance as a result of force majeure, war, riots, civil unrest, government intervention or intervention from public authorities, fire, strike, lockout, ban on exports or imports, absent or defective deliveries from subcontractors, lack of manpower, raw materials, fuel, driving power or any reason outside the control of Saint-Gobain Isover. Where such circumstance exists, the time of delivery is postponed by a time span corresponding to the duration of the hindrance with a suitable addition for normalisation of the circumstances.

7.1 Clause 7.0 will apply similarly if limitations of capacity concerning production, logistics etc. occur at Saint-Gobain Isover or Saint-Gobain Isover's consolidated companies, and if consequently there will be a shortage of available products. In such a situation, Saint-Gobain Isover is entitled to postpone the delivery time of the entire or parts of an order.

7.2 Due to the increased risk of pandemics, most recently experienced with COVID-19, and because the potential spread, scale and impact of pandemics are unpredictable and may affect the way Saint-Gobain Isover meets its obligations as set out in offers and/or order confirmations, Saint-Gobain Isover's offers and order confirmations are submitted with the following reservation: If Saint-Gobain Isover's performance of obligations is delayed, prevented or becomes unduly burdensome due to or related to a pandemic (whether or not this would constitute force majeure or may be considered foreseeable), Saint-Gobain Isover disclaims any liability for non-performance of its obligations until such performance is again possible within the bounds of reasonableness. Such a situation may arise, for example, if Saint-Gobain Isover's workforce is affected by a pandemic, for example in the form of quarantines, travel restrictions or similar circumstances, or if Saint-Gobain Isover is not reasonably able to purchase or supply the products (or raw materials or components thereof) that were ordered, or in the event of price increases due to or related to a pandemic. This provision does not limit the general content or application of clause 7.1.

Sanctions

8.0 The buyer is obliged to comply with applicable EU and UN sanctions in their entirety, including, but not limited to, embargoes. The buyer must therefore not - either directly or indirectly - cause the goods to be made available to a sanctioned recipient.

8.1 The buyer is obliged to inform Saint-Gobain Isover immediately if the buyer himself is affected by the sanctions mentioned in point 8.0, after which Saint-Gobain Isover will be able to cancel the agreement without further notice.

8.2 The buyer's breach of point 8.0 or 8.1 is considered a significant and justifiable breach of the agreement.

Choice of law

9.0 All disputes between Saint-Gobain Isover and the buyer must be settled according to Danish law.

9.1 District court cases are tried before the City Court of Copenhagen (Københavns Byret), and high court cases before the High Court of Eastern Denmark (Østre Landsret) as the agreed venue. Cases about liability for defects must however, see above, be settled by the Danish Building and Construction Arbitration Board in Copenhagen (Voldgiftsretten for Bygge- og Anlægsvirksomhed).