

# Conditions of sale<sup>1</sup>

## 1 Definitions

In these conditions "Isover" shall mean Saint-Gobain Isover UK Limited trading as Isover; "the Goods" shall mean the products supplied or to be supplied by Isover under any Contract; "the Customer" shall mean the company firm or person buying the Goods from Isover under any Contract and "Contract" shall mean any contract between Isover and the Customer for the sale and purchase of Goods.

## 2 Application of Conditions

All Goods supplied by Isover are supplied on the following terms and conditions to the exclusion of all other terms and conditions including any variation of those terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any other acceptance or counter offer made by the Customer. Variations shall not have effect unless expressly accepted by a Director of Isover in writing.

## 3 Quotations

All quotations given by Isover are subject to acceptance by Isover on receipt of the Customer's order. A Contract will only be formed when Isover has accepted the Customer's order.

## 4 Accuracy of Description of Goods

All descriptions specifications drawings and particulars of weights and dimensions submitted by Isover or otherwise contained in Isover's price list or other published matter are provided by Isover in the belief that they are as accurate as reasonably possible but none of these shall form part of any Contract and shall not constitute a description of the Goods or be taken to be representations made by Isover and are not warranted to be accurate.

## 5 Price

All prices quoted are Isover's current prices at the time of delivery and are exclusive of VAT unless otherwise stated. The price payable for the Goods shall be the price ruling at the date of delivery and Isover shall be entitled to adjust the price of the Goods at any time between the date of the order and the date of delivery of the Goods to take account of any increase in costs incurred by Isover or changes in Isover's price list.

## 6 Delivery

6.1 Delivery shall be deemed to have been effected:

6.1.1 Where the Goods are carried in a vehicle owned by Isover or in a vehicle owned by a carrier employed by Isover when the vehicle is stationary as near to the point of delivery designated by the Customer as is reasonably possible and the delivery note is tendered to the Customer or the recipient of the Goods where delivery is not directly to the Customer;

6.1.2 In all other cases when the Goods leave Isover's premises.

6.2 Time for delivery is not of the essence and Isover shall not be liable for any loss (including loss of profit), costs, charges, expenses or damage caused directly or indirectly by late delivery. Isover shall not be liable for any non-delivery of Goods (even if caused by Isover's negligence) unless written notice is given to Isover within three working days of the date when the Goods would in the ordinary course of events have been received. Any liability of Isover for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6.3 Isover shall be entitled to make delivery by installments and to invoice separately for each installment. Where delivery is made by installment each installment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.

6.4 Where Isover has agreed to deferred delivery such delivery shall be accepted by the Customer within three months from the date of the order. If the Customer fails to take delivery within such a period the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5 Goods which the Customer agrees to collect ex works must be collected within seven days of Isover notifying the Customer that the Goods are ready. If the Goods are not collected within this period Isover shall be entitled to invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk.

6.6 Deviations in quantity of the Goods delivered from those stated on the Contract shall not give the Customer the right to repudiate the Contract or to reject the Goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of Contract and the Customer shall be obliged to accept and pay at the Contract rate for the quantity delivered (except insofar as the Customer has the right to reject the Goods under this condition).

6.7 The Customer shall ensure that the point of delivery designated by the Customer and all access routes to it are reasonably accessible for motor transport and shall also take such further steps as are necessary including providing at the place of delivery unless otherwise agreed adequate equipment and manual labour for unloading and transporting the Goods.

## 7 Payment

7.1 The price of the Goods and additional charges (less any discount to which the Customer is entitled) shall be due and payable on the last working day of the month following that in which the invoice is dated. The time of payment of the price of the Goods shall be of the essence of the Contract.

7.2 If the Customer fails to make a payment in respect of any invoice on the due date:

7.2.1 All invoices for Goods delivered for which payment has not been received shall become immediately due and payable notwithstanding clause 7.1 or any previous agreement to the contrary.

7.2.2 Without prejudice to any other right or remedy available to Isover, Isover shall be entitled to:

7.2.2.1 Charge the Customer interest (both before and after judgement) on the amount unpaid in accordance with the terms of the Late Payment of Commercial Debt (interest) Act 1998 until actual payment on all overdue accounts; and / or

7.2.2.2 Cancel the Contract or suspend any further deliveries to the Customer; and / or

7.2.2.3 Set-off any amounts Isover owes to the Customer by way of rebate payments, contract support payments or any other monies due from Isover to the Customer against any monies owed by the Customer to Isover.

7.3 Isover reserves the right at any time to demand security for payment before continuing with or delivering any order.

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7.4	The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Isover to the Customer.	11	<b>Liability Exclusions</b>
		11.1	Each of the sub-clauses in this clause are to be treated as separate and independent.
		11.2	Nothing in these conditions shall exclude or restrict Isover's liability for death or personal injury caused by the negligence of Isover or fraudulent misrepresentation.
<b>8</b>	<b>Risk and Property</b>		
8.1	Risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer or its agent.	11.3	Isover is willing to undertake liability additional to that provided by this clause 11 in exchange for a higher price for the Goods.
8.2	Notwithstanding delivery and the passing of risk in the Goods the Goods shall remain the property of Isover until the Customer has paid the full price for the Goods together with any interest payable in respect of the Goods and all other sums owing from it to Isover under any Contract or any interest payable under any other Contract.	11.4	Isover will either repair the Goods at its own expense or at its option replace the Goods if any hidden defects which Isover is reasonably satisfied are caused by faulty design manufacture materials or workmanship which are discovered within three months from the date of despatch provided that Isover shall not be liable for defects caused by abnormal use misuse or neglect or use other than in accordance with any applicable Isover technical instructions or similar literature and provided further that the Customer informs Isover of the relevant defect in writing within three working days of discovering it.
8.3	Until title to the Goods passes to the Customer the Customer shall hold the Goods as fiduciary agent and bailee for Isover and shall keep the Goods in good and substantial repair and condition properly stored protected and insured and the Goods shall be stored in such a way as to be clearly identifiable as belonging to Isover and shall hold the proceeds of the insurance on trust for Isover and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.	11.5	Other than the terms set out in these conditions and unless expressly agreed in writing by Isover no other terms conditions or warranties expressed or implied statutory or otherwise shall form part of the Contract.
8.4	Until such time as the title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold) Isover shall be entitled at any time to require the Customer to deliver up the Goods to Isover and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.	11.6	Isover shall not be liable for any direct or indirect loss or damage, consequential loss, loss of profit, loss or depletion of goodwill or loss of business opportunity or any other loss suffered by the Customer or any damage to property of the Customer or anyone else whatsoever howsoever arising and whether or not caused by Isover's negligence.
8.5	Isover shall at any time be entitled to appropriate any payment made by the Customer in respect of any Goods in settlement of such invoices as Isover may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.	11.7	In the event that notwithstanding the foregoing provisions of this clause Isover is found liable for any loss or damage suffered by the Customer then Isover's total liability for any one claim or for the total of all claims arising from any one act or default of Isover (whether arising from Isover's negligence or otherwise) shall not in any event exceed the Contract price for the Goods.
<b>9</b>	<b>Inspection – Shortages</b>	<b>12</b>	<b>Insolvency of Customer</b>
9.1	The Customer shall carefully inspect the Goods immediately on delivery or on collection as the case may be and in the presence of Isover or its carrier (as the case may be).		If the Customer being a company shall pass a resolution or suffer an order of a court to be made for its winding up or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the assets or property of the Customer or being an individual or partnership shall suspend payment or propose to enter into any composition with creditors or becomes bankrupt or in either case becomes unable to pay its debts (or have no reasonable prospect of so doing) or threatens to cease to carry on business then without prejudice to any other right or remedy available to Isover, Isover shall be entitled to treat the Contract as repudiated or suspend any further deliveries or recover the possession of any Goods for which payment in full has not been received without liability to the Customer and if Goods have been delivered but not paid for the price of those Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
9.2	Isover shall be under no liability for any defects or shortages or wrong deliveries that would be apparent on careful inspection if the terms of this clause are not complied with and in any event will be under no liability if the delivery note for the Goods is not endorsed with details of any defects or shortages or wrong deliveries and handed to Isover or its carrier (as the case may be) and if a written complaint is not delivered to Isover within three working days of delivery detailing the alleged defect or shortage or wrong delivery.		
9.3	In all cases where the Customer complains of defects or shortages or wrong deliveries Isover shall without prejudice to the question of liability generally be under no liability in any event if it has not received the written notices under condition 9.2 and if it has not been given an opportunity to inspect the Goods before they have been used by the Customer.		
<b>10</b>	<b>Warranty</b>	<b>13</b>	<b>Sample Goods</b>
10.1	Isover warrants that it has title to and the right to sell the Goods.		In no circumstances will Isover sell its Goods by sample and the supply of sample Goods to Customers or prospective Customers is not intended to provide them with a contractual specification of the Goods or to constitute a sale or offer of sale by sample.
10.2	No representation or warranty is given by Isover as to the suitability or fitness of the Goods for any or any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.	<b>14</b>	<b>Health and Safety at Work</b>
10.3	The Ordering and delivery guide should be read in conjunction with these conditions. In the event of conflict between the Ordering and delivery guide and these conditions then the terms of the Ordering and delivery guide shall apply.		Isover gives notice to the Customer that information and product literature is available concerning the conditions necessary to ensure that the Goods supplied under the Contract will be safe and without risk to health when used, handled, processed, stored or transported by a person at work. The Customer should immediately contact Isover if he is not in possession of such information or literature.

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<b>15</b>	<b>Assignment</b> The Customer shall not assign or transfer or purport to assign and transfer any Contract to which these conditions apply or the benefit thereof to any other person whatsoever.	<b>25</b>	<b>Sanctions Compliance</b> 25.1 It is Isover and its group's policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. Isover is committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. Isover does not permit the supply of any of its goods to any individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive measures administered, enacted or enforced by the UK, EU, UN or USA ("Sanctioned Entities"). By entering in to this Contract the Customer agrees not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.
<b>16</b>	<b>Force Majeure</b> Isover shall not be liable for any delay in delivery or failure to deliver the Goods arising from circumstances outside Isover's control including for example acts of God, war, riot, explosion, abnormal weather, fire, flood, pandemic, strikes, lock outs, Government action or Regulations (UK or otherwise) delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities and reserves the right to defer the date of delivery or to cancel the Contract.	<b>26</b>	<b>Export terms</b> 26.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of Incoterms and these conditions, these conditions shall prevail.
<b>17</b>	<b>Cancellation</b> No cancellation by the Customer is permitted unless expressly agreed by Isover in writing. In the event of a cancellation, the Customer shall pay the appropriate cancellation charge as set out in the "supporting your business" section, under Order cancellation.	<b>26.2</b>	Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 26 shall (subject to any special terms agreed in writing between the Customer and Isover) apply notwithstanding any other provision of these conditions.
<b>18</b>	<b>Notices</b> Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the receiving party's usual place of business or its registered office or such other address as that party may from time to time notify in writing and shall be deemed to have been served and sent by post 48 hours after posting. Isover's registered office address: Saint-Gobain Isover UK Limited, Saint-Gobain House, East Leake, Loughborough, Leicestershire, LE12 6JU	<b>26.3</b>	The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
<b>19</b>	<b>Group Members</b> Isover may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Isover.	<b>26.4</b>	Where Isover agrees with the Customer that it will be responsible for delivering the Goods the Goods shall (unless agreed otherwise in writing between Isover and the Customer) be delivered FOB to the air or sea port of shipment and Isover shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.
<b>20</b>	<b>Rights of Third Parties</b> The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.	<b>26.5</b>	The Customer shall be responsible for arranging for testing and inspection of the Goods at Isover's premises before shipment. Isover shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
<b>21</b>	<b>Waiver</b> No waiver by Isover of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.	<b>26.6</b>	The Customer shall be liable for and shall indemnify and hold Isover harmless from any and all liability, loss, claims, damages and costs, which Isover may sustain or incur, arising out of or in any way connected with the Customer's failure to comply with Conditions 26.3 or 25.
<b>22</b>	<b>Jurisdiction</b> All Contracts between Isover and the Customer shall be governed and construed in accordance with English law and all disputes arising in relation to such Contracts shall be submitted to the exclusive jurisdiction of the English courts save that Isover retains the right to take proceedings in any other court of competent jurisdiction.	<b>27</b>	<b>Data Protection</b> 27.1 For the purposes of this condition 27, (a) "Applicable Data Protection Laws" means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data, in each case, as updated, amended or replaced from time to time; (b) "EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law; (c) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; in each case, as updated, amended or replaced from time to time; and (d) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.
<b>23</b>	<b>Headings</b> Headings in these conditions are for ease of reference only and do not form part of the conditions and shall not be deemed to alter or affect the meaning of any of the conditions.		
<b>24</b>	<b>Bribery Act Compliance</b> The Customer shall ensure that in any dealings with Isover, neither it or its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Customer shall inform Isover immediately it becomes aware of any actions between the parties that could constitute an offence under the Act.		

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- 27.2 Each party shall comply with the provisions and obligations imposed on it by the Applicable Data Protection Laws when processing Personal Data in connection with these conditions. Such processing shall continue for so long as these conditions are in force and shall be in respect of the following:
- 27.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;
- 27.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;
- 27.2.3 Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering goods.
- 27.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the Applicable Data Protection Laws, and any stipulations set out in the Applicable Data Protection Laws as to what shall be included in the Contract between the parties shall form a part of, and are incorporated into, these conditions as if they were set out in full, and any reference to "documented instructions" (or similar) shall include the provisions of these conditions; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these conditions.
- 27.4 The Customer agrees that Isover may engage third party providers including any advisers, contractors, or auditors to process Personal Data ("Sub-Processors"). Isover shall ensure that its contract with each Sub-Processor shall impose obligations in relation to the processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which Isover is subject to under these conditions in relation to the processing of Personal Data.
- 27.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Applicable Data Protection Laws, or if any Personal Data processed in connection with these conditions is subject to a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

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