

GENERAL TERMS AND CONDITIONS UNILIN INSULATION UK 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 contrary indication from the customer within three days after receiving the order confirmation, the customer shall be deemed to have accepted the content and applicability of these general terms and conditions and the language in which they are drawn up. These conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. 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 of a confirmed order without 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 and shall be without prejudice to any other right or remedy available to the supplier. 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. 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. The supplier may deliver the goods in different parts and the customer shall not be entitled to reject the goods within tolerances of up to 10% on ordered volumes. The delivery times stated, even in an order confirmation, are always indicative and given in good faith, but are not binding and the 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 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. The delivered goods remain the property of the supplier until full payment is paid 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. In the event that the customer does not pay for the delivered goods on time and correctly, the supplier can immediately reclaim all goods, without judicial intervention and without further notice of default. The customer must make such goods available immediately at the registered office of the supplier.

7. 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. 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.

8. 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.

9. The customer must report all complaints due to hidden defects, by notice in writing, such notice to be served in accordance with the provisions in Article 29 and 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.

10. 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. Save as expressly set forth in these general terms and conditions, and subject to any express separate commercial warranties provided in writing in respect of products, no other warranties, express or implied, are offered by supplier, such as but not limited to fitness for purpose or that the customer has not made known to supplier in accordance with Article 8 above. Any claims or complaints relating to delivery or product quality should be made within 3 days of delivery.

11. 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, indirect or consequential loss, any loss of profits, 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). Save where any such liability cannot be limited or excluded by law, the total liability of the supplier per claim is limited to the invoice value of the value of the product or service giving rise to the claim. The limitation and exclusion of liability included in this Article 11 also applies in the event of a gross negligence on the part of the supplier.

12. Stated prices are always expressed in pound sterling. Transport costs, storage costs, insurance costs etc. are not included in the price unless otherwise determined by the applicable Incoterm or the order confirmation.

13. 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.

14. 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 costs 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.

15. 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 be delivered in accordance with the notice provisions set out in clause 29 within fourteen (14) days of 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 rate specified in the Late Payments of Commercial Debts (Interest) Act 1998. 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 any other rights or remedies that the supplier has, including the right to obtain compensation for damages from the customer.

16. Setoff on the part of the customer is explicitly excluded. The supplier is entitled to offset all claims against the customer or companies affiliated with the customer against any of its outstanding debts of whatever nature, and irrespective of whether these debts are certain, due and payable. 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.

17. 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.

18. 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) the customer takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Art 18(i); or (ii) cessation (in whole or in part) of the customer's activities; and/or (iii) if the customer, pursuant to Art. 17, refuses to make an advance payment and/or to provide other securities requested by the supplier.

19. 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.

20. 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.

21. 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 as a result of which the performance of the agreement is fully or partially, whether or not temporarily, aggravated or (ii) the following cases: 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.

22. 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.

23. 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.

24. 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: www.unilininsulation.co.uk

25. If any provision or part-provision of these general terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this agreement. In such a case, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial results of the original provision.

26. 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.

27. 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, for 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.

28. 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, UK, 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, UK or US and the other applicable economic sanctions, as well as with export laws and regulations.

29. Any notice given to supplier or customer under or in connection with these terms shall be delivered in writing, in accordance with this clause, either:

- by hand; or by pre-paid first-class post; or other next working day delivery service; or by commercial courier to the supplier's or the customer's registered office or principal place of business as the case may be; or
- sent by email to the following addresses:
For supplier: sales.iu@unilin.com
For customer: the email address to which invoices are sent or to which email correspondences are sent by supplier to customer

- Any notice shall be deemed to have been received:
 - if delivered by hand, at the time the notice is left at the relevant address stated above; or
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
 - if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when business hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these general terms and conditions.