

General Terms and Conditions of Sale of IDELCO INSULATION (2022.1)

These general terms and conditions of sale (hereinafter "General Terms and Conditions") apply to all sales and deliveries of goods by IDELCO INSULATION SA and/or its affiliated undertakings (hereinafter "Idelco Insulation"), as well as to all offers and/or order confirmations issued by Idelco Insulation for the sale of goods.

All Sales Contracts concluded between the parties (as defined hereafter), shall automatically be governed by these General Terms and Conditions. The application of any other additional or deviating terms and conditions of the buyer, mentioned on whatever document, are explicitly rejected. These General Terms and Conditions, and where applicable, the specific terms and conditions mentioned by Idelco Insulation in the offer or in the order confirmation issued by Idelco Insulation or otherwise agreed between the parties in writing, constitute the entire Sales Contract between the parties (hereinafter "Sales Contract") and replace and supersede all prior written or oral declarations, agreements or arrangements between the parties relating to the same subject matter. Notwithstanding article 1.5 below, each amendment to the Sales Contract shall be in writing, duly signed by both parties.

In case of discrepancies between the provisions of these General Terms and Conditions and the specific terms and conditions mentioned by Idelco Insulation in the offer or in the order confirmation issued by Idelco Insulation or otherwise agreed between the parties in writing, the specific terms and conditions shall take precedence over the provisions of these General Terms and Conditions.

Article 1 Offers and orders

1.1 Unless otherwise agreed, the term of validity applicable to our offers is one (1) month.

1.2 Every order that is not the subject of a written offer submitted by us will only be binding if it has been accepted by us in writing.

1.3 Unless explicitly mentioned otherwise in the offers, the issuance of an offer by Idelco Insulation does not constitute the acceptance of an order submitted by the buyer. Our agents and representatives do not have power of representation. The orders they have taken will only be deemed definitive pending a written order confirmation issued by us.

1.4 The buyer shall be the sole responsible for the correctness, accuracy and completeness of all specifications provided to Idelco Insulation in preparation of the offer or mentioned in the order submitted by the buyer, including, without being limited to the type, the design, the quality and the quantity of the ordered goods. In addition, the buyer shall be the sole responsible for providing Idelco Insulation in due time with all other information that may be necessary for Idelco Insulation to be able to perform the Sales Contract.

1.5 At any time and provided it has good reason to do so and notwithstanding the fact that each amendment to the Sales Contract must be in writing, duly signed by both parties, Idelco Insulation has the right to make changes to the following aspects relating to the goods covered by the Sales Contract, which the buyer shall accept:

- (i) The supply of raw materials, goods or services used to produce the goods
- (ii) The type, the design, the quality, the modalities of packing, sending and delivery or any other specification;
- (iii) The production method or any other process used in the production of the goods.
- (iv) The facilities from which Idelco Insulation or any of its suppliers or subcontractors operate;

In as far as possible, Idelco Insulation shall inform the buyer of such changes at the latest thirty (30) days before such changes come into effect. Upon receipt of such information, the buyer shall be entitled to terminate the Sales Contract and/or any pending order under the Sales Contract if it has reasonable grounds not to accept such changes, by providing written notice to Idelco Insulation at least fifteen (15) days before the envisaged changes will come into effect. No costs shall be linked to such termination, provided, however, that Article 11.5 of the General Terms and Conditions shall be applicable.

Article 2 Prices

2.1 The prices mentioned in the offer or order confirmation shall be applicable. If no prices are mentioned in the offer or the order confirmation, the effective prices applied by Idelco Insulation at the time of the offer or the order confirmation shall be applicable.

Unless explicitly stated otherwise in the offer or the order confirmation, the applicable prices are net euro prices. They do not include value added tax or any other duties, nor do they include any other costs or expenses, including, without being limited to costs of handling, processing, packing, storage, transport, import and insurance. All such taxes, duties, costs and expenses shall be borne by the buyer separately.

2.2 Notwithstanding the aforementioned, Idelco Insulation is entitled to adjust the prices at any time if necessary to compensate an increase of its own costs, including, without being limited to any increase of costs due to:

- (i) An increase in the prices of raw materials, goods or services used to produce the goods, including, without being limited to an increase in labour costs,
- (ii) Changes in the type, the design, the quality, the modalities of packing, sending and delivery or any other specification relating to the goods covered by the offer or the order;
- (iii) Overtime requests;
- (iv) Volume shortfalls;
- (v) Unpredicted events beyond Idelco Insulation's reasonable control which render Idelco Insulation's performance of the Sales Contract more onerous.

Idelco Insulation shall inform the buyer of such price adjustments, including their date of entry into force. Upon receipt of such information, the buyer shall be entitled to terminate the Sales Contract and/or any pending order under the Sales Contract, by providing written notice to Idelco Insulation at least fifteen (15) days before the envisaged changes will come into effect. It is, however, understood that orders scheduled for delivery within the aforementioned period of fifteen (15) days will be executed at the non-adjusted prices.

2.3 Unless agreed otherwise, our prices are listed for delivery in our branch in Wielsbeke, Hooimeersstraat 1. If we are charged with handling or organising the shipment of the purchased goods we will charge the buyer for the cost of shipping the goods.

We shall be entitled to pass to buyer the cost of any surcharges imposed by freight carriers or suppliers related to the supply of raw materials used in the goods or any duties, tariffs, taxes or other charges resulting from any acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or any court, regulatory, or arbitral body of competent jurisdiction in relation to the supply of the goods (including without limitation any duty, tariff, tax or charge imposed on the manufacturing and/or supply of the goods for the purposes of enhancing the recyclability of packaging, the reduction of unrecyclable plastic packaging, the development of more sustainable packaging and/or the protection of the environment).

2.4. We shall be entitled to pass on to the buyer by way of surcharge and/or increase to the price agreed in a purchase order or in a supply agreement, any cost increase incurred by the Seller such as CO2 tax and/or any cost increase resulting from an event beyond its reasonable control, including but not limited to, any increases in raw material costs or related to the sourcing thereof.

Article 3 Payment

3.1 Our invoices are payable no later than 30 days after the invoice date to the registered place of business in cash or by bank transfer to the bank account number stated on the invoice.

3.2 Interest will be owed on all invoice not paid by their due date, by operation of law and without any prior notice of default being required, which interest will be calculated in accordance with the Law of August 2002 combating payment arrears in commercial transactions.

3.3 Every non-payment of an invoice by its due date entitles us to demand payment of all outstanding invoices issued to the same buyer and entitles us to suspend all delivery or deliveries until the arrears have been paid off.

3.4 If an invoice remains unpaid on the due date:

- (i) we will be entitled to compensation amounting to EUR 50,00 for every invoice not paid; and
- (ii) after an unsuccessful formal notice was issued, to raise the invoice amount by 10%, to which a minimum amount of EUR 50.00 applies and a maximum amount of EUR 2,000; or
- (iii) we will be entitled to compensation of all collection costs, as provided for in the Law of 2 August 2002.

Article 4 Delivery

4.1 Unless agreed otherwise, delivery will take place on an Free Carrier (FCA - Incoterms® 2020) basis in our branch in Wielsbeke, Hooimeersstraat 1, as referred to in Article 2.3.

4.2 The risk of damage to or loss of the goods shall pass from the moment of the goods are placed at the disposal of the buyer at Idelco Insulation's facility where the goods covered by the offer or the order are produced, without being loaded on any collecting vehicle. If, however, the Sales Contract also includes the transportation of the goods, the risk of damage to or loss of the goods shall pass from Idelco Insulation to the buyer when the goods are handed over to the first carrier, without being loaded on any collecting vehicle.

4.3 Upon delivery, the buyer shall be required to sign the necessary delivery documents. Signature of the delivery documents shall constitute acceptance of the delivery. If the buyer fails to take delivery of the goods or fails to give Idelco Insulation the necessary information to perform the delivery of the goods at the time or in accordance with the agreed schedule of delivery, Idelco Insulation shall be entitled to deliver the goods and sign the delivery documents at its own discretion or store the goods until their actual delivery, both at the buyer's risk and costs, without any further liability of Idelco Insulation whatsoever. In any case, risk of damage to or loss of the goods shall pass from Idelco Insulation to the buyer at the moment delivery should have taken place. If delivery is delayed for reasons due to the buyer for more than fifteen (15) days, Idelco Insulation shall, at its own discretion and without prejudice to any other remedies it may have, be entitled to sell the goods at the best price readily obtainable and to charge the buyer for any difference in the price

obtained and the price agreed under the Sales Contract, or to destroy or otherwise dispose of the goods, at buyer's costs.

4.4 Upon delivery of the goods on the premises of Idelco Insulation, the buyer and its personnel and subcontractors are obliged to strictly respect the rules and guidelines applicable within Idelco Insulation regarding safety and health. The buyer shall ensure that its personnel and subcontractors are aware of these rules and guidelines and follow regular trainings regarding safety and health. Idelco Insulation reserves the right to refuse access or to ask the buyer, its personnel or subcontractors to leave its premises immediately in case the rules and guidelines regarding safety and health are not respected. All additional costs that may be incurred as a result thereof shall be borne by the buyer.

4.5 Unless explicitly agreed otherwise, the buyer shall be the sole responsible for fulfilling all formalities of export, customs and import. Any duties, taxes and other levies shall be fully borne by the buyer. The export and domestic or international transfer of goods falls under the responsibility and costs of the buyer. In this respect, the buyer shall specifically comply with all national and international export control regulations.

Article 5 Delivery timeframe

Unless agreed otherwise in the special provisions, the delivery timeframe is only provided on an indicative basis, is an estimate and is in not binding upon Idelco Insulation. The buyer acknowledges that compliance with such estimated time or schedule of delivery is dependent on timely receipt of supplies of raw materials, goods and services from Idelco Insulation's suppliers and of the necessary information from the buyer.

Article 6 Retention of title

The title to the goods shall only pass from Idelco Insulation to the buyer upon fulfilment by the buyer of all its liabilities towards Idelco Insulation under the Sales Contract, including full payment of all invoices relating to the goods. Until such time, the buyer shall properly insure the delivered goods and duly store them, separately from those of the buyer or any other third party and clearly marked as still being Idelco Insulation's property. The buyer shall be entitled to sell or use the goods in the ordinary course of his business, but shall immediately account to Idelco Insulation for the proceeds of the sale of the goods.

Article 7 Acceptance

7.1 The buyer is obliged to inspect the goods as soon as possible after delivery. If the buyer suspects a wrong quantity or type of goods were delivered or in case of visible damage to the goods upon delivery, the buyer shall notify Idelco Insulation thereof promptly, but in any case no later than three (3) days after the delivery. After such period, the goods shall be irrevocably deemed to have been accepted by the buyer as being in good condition and in compliance with the quantity and type mentioned in the Sales Contract.

7.2. Any operational use of the delivered goods by the buyer shall be deemed to constitute final acceptance of the goods.

Article 8 Guarantee

8.1. Idelco Insulation warrants, for a period of 12 months following the delivery, that the delivered goods, upon delivery

- (i) are free of any defect in workmanship or material; and
- (ii) conform with the specifications of the Sales Contract and with any other specifications, drawings, samples or descriptions of Idelco Insulation, it being understood that specification mentioned in public statements, claims or advertisements can never be construed as a warranty and notwithstanding other specific provisions included below and/or described in the guidelines or guide for installation and/or maintenance of the goods.

8.2 To invoke the warranty, the buyer will be required to report every complaint in connection with the defect(s) to Idelco Insulation by registered letter no later than within 48 hours after having discovered the flaw or after having been reasonably able to discover it.

In case, after examination, Idelco Insulation accepts liability for the buyer's warranty claim, the sole and exclusive remedy of the buyer shall be the repair or replacement of the goods that are found to be non-conforming with the warranties mentioned in Article 8.1, at Idelco Insulation's costs. Transportation and processing costs relating to the return of the non-conforming goods at issue to Idelco Insulation and to the delivery of repaired or replacement goods to the buyer shall be borne by Idelco Insulation as far as necessary for the remedy. If such remedy has failed, the buyer is entitled to reduce the purchase price or, in case of a significant defect, to withdraw from the Sales Contract.

8.3 Notwithstanding the sole and exclusive remedy mentioned in Article 8.2, Idelco Insulation reserves the right to credit or reimburse the buyer for an amount equal to the price paid by the buyer to Idelco Insulation in relation to the non-conforming goods in lieu of providing repaired or replacement goods. In any event, this shall be the case when repair or replacement of the non-conforming goods is impossible, impractical or will, according to Idelco Insulation, not permit the buyer to receive the benefits of the warranties contained in Article 8.1.

8.4 In case an alleged defect in the goods is discovered during this warranty period, the buyer must immediately notify Idelco Insulation hereof in writing and promptly return the goods at issue to the facility designated by Idelco Insulation. Idelco Insulation shall duly examine the returned goods and shall record its findings, its warranty judgment and its decision regarding acceptance of liability for the warranty claim in writing. Such report shall be communicated to the buyer within thirty (30) days following receipt of the returned goods by Idelco Insulation or, if longer time is required to perform said examination, within such time as is reasonably required to perform a diligent examination of the returned goods. Within the framework of such examination, Idelco Insulation may, at its own discretion, conduct all tests, investigations and analysis of the returned goods as it deems reasonable. Idelco Insulation shall also be entitled to examine other goods that were delivered to the buyer that are not claimed to be defective. The buyer shall be required, as a condition for the remediation of any warranty claim, to provide reasonable cooperation and assistance to Idelco Insulation in the framework of the examination of the returned goods, including, without being limited to providing Idelco Insulation with all relevant information in its possession.

When the buyer's warranty claim appears to be unfounded, the buyer shall reimburse Idelco Insulation for all reasonable costs and expenses incurred by Idelco Insulation in relation to the examination of the returned goods, including, without being limited to all costs related to transportation, processing, repair, replacement, crediting or reimbursement of goods that are found not to be non-conforming.

8.5 Apart from the warranties mentioned in Article 8.1, Idelco Insulation makes no other warranties, express or implied, written or oral, including, without being limited to any warranty of merchantability or suitability for any particular purpose. Technical advice provided by Idelco Insulation, whether written or oral, shall only be given in good faith, but without any warranty, and shall not release the buyer from its obligation to test the goods as to their suitability for the intended purpose.

8.6 The warranties mentioned in article 8.1 shall not apply to: (i) damage and/or instances of damage linked to faulty or improper installation, maintenance, misapplication, (mis)use, the use of unsuitable, noxious and damp substances or (ii) the placement of the goods in an environment that is too dry or too damp, (iii) defects resulting from the application, processing and use of the goods in the buyer's own goods; (iv) normal wear and tear; (v) Defects resulting from buyer's specifications, drawings, samples or descriptions, including, without being limited to any specifications concerning the type, the design, the quality and the quantity of the goods .

Additionally, excluded from warranty are: all products of an inferior quality as mentioned by Idelco Insulation in the sales documentation (offer, order confirmation, or invoice, ...) as downgraded or second-choice products.

The warranty can only be invoked if the following conditions have been met:

- The goods were transported, assembled and installed in accordance with the instructions and guidelines provided for this purpose or, in lack thereof, in accordance with the general methods of application that are customary for this purpose;
 - The goods are used and maintained in normal conditions and/or in accordance with the instructions set down in the guidelines or guide for maintenance and installation of the goods;
 - The warranty cannot be invoked for use in exceptional or abnormal circumstances that were not explicitly described in the special provisions and/or described in the guidelines or guide for maintenance and installation of the goods, or in the event that no, poor or inadequate maintenance was carried out, modifications were made by the buyer and/or assembly or repairs were made by a non-qualified person;
- 8.7 It is explicitly agreed and understood that the buyer shall be the sole party responsible for the application, processing and use of the goods in its own goods and for determining the suitability of the goods for their intended purpose. In this framework, the buyer shall ensure to apply, process and use the goods in accordance with all applicable local, national and international legislation, regulations, standards, guidelines and requirements, as well as with the newest, prevailing industry standards. The buyer shall not remove any warnings signs or labels from the goods, nor amend any guidelines, manuals or instructions issued by Idelco Insulation in relation to the goods.

Article 9 Limited liability

9.1 Except for the warranties and indemnities expressly set forth in these General Terms and Conditions or the Sales Contract, Idelco Insulation shall not have any other liability towards the buyer.

In no event shall Idelco Insulation be liable towards the buyer for any special, exemplary, indirect, incidental, punitive or consequential damages, losses, costs or expenses whatsoever, including, without being limited to loss of profits, savings or revenue, loss of business, loss of contracts, loss of opportunity, loss of reputation, even if foreseeable or if Idelco Insulation has been advised of the possibility of the incurrance of such damages, losses, costs or expenses.

To the maximum extent permitted by applicable law and save for cases of serious or intentional fault or gross negligence, injury to body, life or health, breach of material contractual obligations and claims resulting from product liability, the total liability of Idelco Insulation towards the buyer shall be limited to the price of the goods that have given rise to buyer's claim, as invoiced to the buyer by Idelco Insulation. This limitation of liability shall be valid, irrespective of whether the act, omission or negligence is due to Idelco Insulation itself

or to its personnel or subcontractors, and irrespective of the applicable liability regime, including, without being limited to contractual liability, tort liability and faultless liability.

9.2 Idelco Insulation cannot be held liable for (i) any damages, losses, costs or expenses directly, indirectly or partially resulting from an act, omission or negligence, even if only minor, of the buyer, its personnel and its subcontractors or of a third party or resulting from incorrect, inaccurate or incomplete information provided by the buyer to Idelco Insulation under the Sales Contract; and/or (ii) for any damages to or loss of any materials provided by the buyer to Idelco Insulation in the framework of the performance of the Sales Contract, including, without being limited to tools and packaging, that occur due to an event beyond its reasonable control or that fall within the scope of reasonable wear and tear. These materials shall remain the exclusive property of the buyer.

Article 10 Third-party rights

10.1 We will indemnify the buyer against all direct damage, loss and expenses arising from an infringement or alleged infringement of any patent, license, brand name, trademark or copyright that is the property of or used by a third party, by one of our goods and we will defend ourselves, at our own expense, against every claim, complaint, action or procedure at the expense of the buyer, on condition (i) that the buyer informs us in writing, immediately and by registered letter, that such a claim against the buyer was formulated in court or of the probability that such a claim, action, summons or procedure will be initiated, and (ii) that we and no other party will take charge in the defence and in every negotiation whatsoever leading to the amicable settlement of the relevant dispute, and (iii) that the buyer will not negotiate or conclude agreements with regard to such a claim, action, summons or procedure without our prior written consent and provided that (iv) the buyer cooperates with us in a proactive or active manner and provide the necessary proper assistance which can be demanded by us within the context of the dispute or potential dispute.

10.2 We will not bear any liability or assume any obligation to pay compensation for any item or any portion thereof (i) that is based on specifications, drawings, models or other data delivered by the buyer or (ii) which has been adapted unilaterally by a party other than us (iii) to the extent that the buyer continues to perform activities that constitute an alleged infringement after changes have been made available to him/her/it with a view to preventing the alleged infringement or (iv) if the use of the item or the combination thereof with other products, processes or materials or any combination thereof, rather than the item itself, comprises the primary cause of the alleged infringement.

10.3 If, through a court decision that has the force of res judicata, it has been ascertained that we have violated or made improper use of such rights held by a third party, or we ourselves have ascertained this party's improper use, we are entitled, at our own discretion and at this party's expense to (i) modify the item in such a way that it no longer violates the rights of the third party or constitutes improper use or (ii) endeavour to obtain a license or other right to use the item or (iii) replace the relevant item or component thereof with a product that does not violate any rights. If the above options are not available on commercially reasonable terms and/or within a reasonable timeframe, we can demand that the item delivered by us be returned and repay the amounts paid to us for the item by the buyer, to which the exclusion of every additional compensation applies.

10.4 The options provided for in this Article 10 comprise the sole and exclusive means and compensations open to the buyer and will absolutely preclude every other claim to compensation for direct or indirect damage.

Article 11 Termination

11.1. Unless explicitly agreed otherwise, the Sales Contract shall automatically end when the parties have fulfilled all their obligations under the Sales Contract and all orders under the Sales Contract have been completed.

11.2. At all times Idelco Insulation has the right to terminate the Sales Contract, or one or more pending orders under the Sales Contract, in writing, with respect of a notice period of thirty (30) days.

11.3. At all times Idelco Insulation has the right to terminate the Sales Contract, and any pending orders under the Sales Contract, without prior judicial intervention and without owing any compensation to the buyer, by sending a notification hereof to the buyer in writing, in case:

(i) The buyer is in breach of one of the provisions of these General Terms and Conditions or the Sales Contract, and has not duly remedied this breach within fifteen (15) days following a written notice hereto by Idelco Insulation;

(ii) The buyer has declared that it will not, or will no longer, fulfil its obligations under the General Terms and Conditions or the Sales Contract;

(iii) The buyer is declared bankrupt or files for bankruptcy, is placed under guardianship, ceases or risks having to cease its activities, or otherwise has shown signs of insolvency or insufficient financial means.

11.4. The buyer shall not be entitled to terminate the Sales Contract by reason of Idelco Insulation entering into a transaction that includes the sale of a substantial proportion of the assets used for the production of goods covered by the Sales Contract or into a merger, sale or exchange of stock or other equity interests that would result in a change of control of Idelco Insulation.

11.5. In case of early termination of the Sales Contract, for whatever reason, the buyer shall immediately pay all outstanding invoices. In addition and where applicable, the buyer shall fully reimburse Idelco Insulation for all costs incurred in relation to the goods covered by the Sales Contract which have already been produced or are in the process of being produced, but which have not yet been delivered at the moment of termination.

11.6. Upon termination, the buyer shall, at simple request of Idelco Insulation, promptly either return all information, documents, samples, drawings and personal data that it has received from Idelco Insulation to Idelco Insulation, or destroy such information, documents, samples, drawings and personal data and confirm such destruction in writing to Idelco Insulation.

11.7. Notwithstanding the termination of the Sales Contract, for whatever reason, the provisions of the Sales Contract intended to survive its termination shall remain in full force and effect after the termination. The provisions surviving termination shall include, without being limited to Article 8 (Warranties), Article 9 (Limitation of liability) and Article 12 (Confidentiality– Intellectual Property) of these General Terms and Conditions.

Article 12 Confidentiality – Intellectual Property

12.1 Unless explicitly agreed otherwise by us in writing, the buyer will not under any circumstances be permitted to disclose any confidential information or information that is our property or in our possession to third parties or entrust third parties with this information.

12.2 Any idea, invention, concept, discovery, work of authorship, patent, design, copyright, trademark, trade secret, know how or other intellectual property, irrespective of whether it is registered or not, which is owned by Idelco Insulation or which is developed by Idelco Insulation within the framework of the Sales Contract shall remain the sole property of Idelco Insulation, even where the Sales Contract is concluded for the ad hoc creation of works that could be considered as works made for hire.

Neither the Buyer, nor any of its subcontractors, customers or third parties, shall have the right to copy, alter, repair, rebuild or reconstruct, or to have copied, altered, repaired, rebuilt or reconstructed, any of the goods delivered under the Sales Contract, without the prior written consent of Idelco Insulation.

In all cases where goods are made according to the specifications of the buyer, the buyer shall fully indemnify and hold harmless Idelco Insulation from and against any and all claims and damages, losses, costs or expenses incurred by Idelco Insulation as a result of the infringement of any patent, trademark, design, trade secret or proprietary process in the design, application, processing or use by third parties of such goods.

Article 13 Inspection and audit

13.1. During the term of the Sales Contract, Idelco Insulation or a third party appointed hereto by Idelco Insulation, has the right to enter the premises of the buyer or the subcontractors of the buyer, with the purpose of establishing whether the buyer respects its obligations under these General Terms and Conditions or the Sales Contract. More in particular, Idelco Insulation shall be allowed to carry out an inspection or audit in the following situations:

(i) Until the title of the delivered goods has passed from Idelco Insulation to the buyer, Idelco Insulation has the right to perform an inspection or audit to verify whether the buyer complies with its obligations under these conditions or a Sales Contract. In case the buyer would not respect its obligations, Idelco Insulation shall be entitled to take immediate repossession of the goods which are still Idelco Insulation's property, without prejudice to any other remedies that Idelco Insulation may have.

(ii) Upon delivery of the goods, Idelco Insulation may, at its own discretion, assist the buyer in performing the inspection that the buyer is obliged to undertake.

(iii) Following a warranty claim made by the buyer under Article 8.2, Idelco Insulation shall have the right to carry out an inspection or audit to examine goods that were delivered to the buyer that are not claimed to be defective.

Such inspection or audit can only be performed during normal office hours and under the condition that a three (3) day prior written notice is given to the buyer.

13.2. The buyer shall fully cooperate with the inspection or audit. More in particular, the buyer shall provide Idelco Insulation or a third party appointed hereto by Idelco Insulation with access to each location, installation, documentation or information that may be useful in the framework of the inspection or audit or that is reasonably requested by Idelco Insulation or the third party appointed by Idelco Insulation.

13.3. During the inspection or audit, Idelco Insulation or the third party appointed by Idelco Insulation, shall be entitled to take samples of the delivered goods. However, such sampling does not relieve the buyer from its obligation to inspect the goods upon delivery as to their conformity with the specifications and to test the goods as to their suitability for the intended purpose.

13.4. In case irregularities are established during the inspection or audit, the buyer shall promptly take all necessary action to remedy such irregularities, if the case may be in accordance with the guidelines of Idelco

Insulation or the third party appointed hereto by Idelco Insulation. The costs of the inspection or audit shall in such case be fully borne by the buyer.

Article 14 Force Majeure

No single Party (the buyer and Idelco Insulation are each individually referred to as "Party" and jointly as "Parties") shall be liable vis-à-vis the other Party for any default or delay in the performance of any of his/her obligations as a result of a situation of force majeure, such as but not limited to, fire, explosion, strikes, riots, civil or international war, invasion, epidemics, mandatory act of government, storms, earthquakes, refusal by the authorities to grant import/export licences, or the cancellation thereof, the inability to obtain the Products and/or the raw materials and/or parts in a timely manner and/or in sufficient quantities because of force majeure affecting third parties, or any other cause beyond the reasonable control of the other Party. Force majeure is excluded with respect to payment obligations is excluded. The Parties must immediately inform each other in writing if a situation of force majeure arises. If the Parties are confronted with a situation of force majeure, the performance of each one of their contractual obligations shall be automatically and legally suspended for as long as the force majeure situation persists. If the force majeure situation lasts for more than one month, the Seller has the right to terminate the agreement unilaterally, at no cost, and with immediate effect.

Article 15 Privacy

Insofar as Personal Data are processed in the context of the performance of the work, these Personal Data will be processed in a proper and careful manner and in accordance with the Belgian Personal Data Protection Act of 30 July 2018 and the General Data Protection Regulation (EU) 2016/679. Technical and organisational measures will be taken to protect Personal Data against loss or any other form of illegitimate processing, taking into account technical knowledge and the nature of the processing

Article 16 General provisions

16.1 No Waiver

No default or negligence by a party to enforce its rights under these General Terms and Conditions or the Sales Contract can be interpreted as a waiver by that party of its rights under these General Terms and Conditions or the Sales Contract. Each waiver of rights must be explicit and in writing.

16.2 Invalidity

In case any provision of these General Terms and Conditions or the Sales Contract, in whole or in part, is found to be invalid or unenforceable, this shall have no effect on the validity or enforceability of the other provisions of these General Terms and Conditions or the Sales Contract. Both parties shall in such case replace the invalid or unenforceable provision(s) or the parts thereof, by (a) new provision(s) that corresponds as closely as possible to the original intention of the parties.

16.3 Assignment - Subcontracting

The buyer shall not assign, delegate or subcontract any of its rights or obligations under the Sales Contract to a third party without the prior written consent of Idelco Insulation. Notwithstanding any assignment, delegation or subcontracting, the buyer shall remain fully responsible for the performance of its obligations under the Sales Contract vis-à-vis Idelco Insulation.

Idelco Insulation shall, at its own discretion, have the right to assign, delegate or subcontract any of its rights or obligations under the Sales Contract, including, without being limited to any of the companies forming part of the Idelco Insulation group.

16.4 Independent relationship

Idelco Insulation and the buyer are independent contracting parties and no provision of these General Terms and Conditions or the Sales Contract can be interpreted as an agreement to constitute an undertaking, a joint venture or an association, or to make one party the agent or legal representative of the other party. These General Terms and Conditions do not grant either party an authorisation to engage in any obligation in name or on behalf of the other party.

The buyer is sole responsible for carrying the costs and risks related to its activities, including, but not limited to social security expenses, taxes and insurance premiums. Idelco Insulation shall have no responsibility towards the personnel or subcontractors of the buyer.

16.5 Applicable law and jurisdiction

This Agreement is governed by Belgian law. Any disputes will be settled exclusively by the courts of the Gent court district, without prejudice to our right to summon the buyer before the district courts in the buyer's place of residence.

The applicability of the provisions of the United Nations Convention of 1980 with regards to the international sale of movable goods, also known as the Vienna Sales Convention is excluded.

The parties acknowledge that the translation of the above terms and conditions of sale in the French, German and English languages, respectively, has been provided solely to clarify the mutual contractual obligations between them and that, despite the accuracy of the translation, the basic text was compiled in the Dutch language and that this language will prevail for interpretations and/or the purport of words, terms and/or expressions and of the entire text.

The present text is an electronic version that can be consulted at all times, and which availability for consultation is explicitly referred to on the front of the seller's standard order forms, order confirmations and invoices, and additionally its product catalogues.