

General Terms and Conditions of Sale and Delivery

of

SAINT-GOBAIN ISOVER G+H AG

As of: June 2025

Clause 1 General

All sales and deliveries by ("Seller") to any entrepreneurs, any legal entity under public law or any fund under public law ("Buyer") shall be governed exclusively by the Seller's General Terms and Conditions of Sale and Delivery ("GTC"). Any terms and conditions of the Buyer that conflict with, deviate from or supplement these GTC shall not become part of the contracts underlying the aforementioned sales and deliveries unless the Seller expressly agrees to them in writing in individual cases. These GTC shall apply even if the Seller unconditionally carries out an order knowing of terms and conditions of the Buyer conflicting with or deviating from these GTC. This shall also apply to all future sales and deliveries by the Seller to the Buyer.

Clause 2 Quotes, prices and price changes

(1) The Seller's quotes are subject to change, i.e. they are always to be considered requests to the Buyer to respond by making an offer themselves, i.e. by placing an order for instance. At the Seller's discretion, Seller may accept such offer by sending an order confirmation, or by furnishing the goods and services ordered unconditionally.

(2) Should bottlenecks in production occur, it is impossible to rule out that goods quoted by or ordered from the Seller may not be available in the lead time specified or some time to come. Therefore, the Seller's quotes and order confirmations shall be subject to availability of the goods.

(3) The prices agreed between the Seller and Buyer shall govern the amount payable by the Buyer to the Seller for the goods delivered. The prices stated in the Seller's price lists exclude VAT but include standard packaging and apply to shipments ex Seller's works or warehouses and are subject to the relevant customs duties, import charges and taxes applicable at the time the contract was concluded. The prices apply exclusively to shipments made within the German mainland.

(4) The Seller shall be entitled to change the prices agreed after conclusion of the contract in the following cases:

- If the procurement costs of raw materials, energy, shipping or other key factors, such as customs duties, taxes and fees, that affect pricing should increase or decrease
- by more than 5%.

Prices may only be altered to a degree that reflects the actual change in costs. Price changes shall be limited to 10% max. of the price originally agreed.

The Seller shall be required to provide evidence of the change in prices to the Buyer in writing or electronically (e.g. by e-mail).

Should the price increase be more than 10%, the Buyer shall be entitled to cancel the contract within 14 days after receiving notification about the change in prices.

The above-mentioned provision shall not apply to shipments to be made within 4 weeks after conclusion of the price agreement concerned; in such a case, the price agreed shall still apply.

(5) Furthermore, all information included in the Seller's literature (e.g. advertising brochures, technical data sheets), or electronic media (e.g. information on a website) shall not be legally binding unless such information is part of an enforceable agreement between the Buyer and the Seller. The above-mentioned information shall only be regarded as factual and be assessed by the Buyer carefully depending on the circumstances of each case.

(6) All agreements made between the Seller and the Buyer regarding the condition of the goods to be supplied by the Seller, as well as any other declarations by the Seller concerning the condition of such goods shall not be considered a guarantee pursuant to section 443 BGB [German Civil Code], unless

the Seller has issued a separate declaration in writing to the Buyer in which the Seller explicitly provides such a guarantee. The same applies to the Seller accepting a procurement risk.

(7) Should the goods to be delivered by the Seller fall within the scope of EU Regulation no. 305/2011 (the EU Construction Products Regulation) in the version applicable at the time the goods are ordered, pursuant to article 7 (3) of said Regulation, the relevant declaration of performance shall be provided by electronic means on the website of the manufacturer of the goods. Upon delivery of the goods, the Seller shall inform the Buyer electronically (e.g. via e-mail or delivery note) of the exact internet address under which the Seller can retrieve the declaration of performance. The Seller shall also provide a hard copy of the declaration of performance at the explicit request of the Buyer.

(8) The Seller shall provide technical application-related advice to the best of their knowledge and belief. Any details and information regarding the suitability and application of the Seller's goods shall not exempt the Buyer from their own duty to establish whether such goods are suitable for the purposes intended. The Seller accepts no liability for verbal information, including, but not limited to information provided on the telephone because such information is non binding.

Clause 3 Payment terms

(1) The location at which the Seller's headquarters are registered shall be the place of performance regarding any entitlements to payments on the part of the Seller resulting from shipments made. The Seller's invoices shall be due on the working day following the day after the Buyer has received them, at the latest however on the fourth calendar day after the day following the invoice date, unless another due date has been explicitly agreed. The Seller's invoices shall be regarded as accepted if the Buyer does not object in writing within 10 calendar days following receipt of the invoice.

(2) Should invoices be paid within 14 calendar days from the invoice date and received by the Seller or the Seller's bank, the Seller shall grant a 3% discount on the invoice sum; however, when calculating the discount, items not eligible for a discount shall be subtracted from such invoice sum.

(3) Default

(a) Should a fixed payment date have been agreed in the contract, the Buyer shall pay the sum due by this date at the latest. Should the Buyer, who is also a merchant [Kaufmann as defined under German law] default on payment by more than 3 working days, the Seller shall, pursuant to article 288 (2) BGB be entitled to charge default interest of 9 percentage points over the relevant base rate. (b) Should no fixed payment date have been agreed, the Buyer, who is also a merchant [see above], shall be in default 30 days after receipt of the invoice, or after an equivalent request for payment has been made, without the need for the Seller to issue a reminder. In such case, the same default interest pursuant to article 288 (2) BGB shall apply. The Seller shall reserve the right to claim further losses resulting from the default.

(4) Should the Buyer and Seller agree that the receivables owed to the Seller from goods delivered are to be met via direct debits from a bank, the SEPA Direct Debit B2B scheme is to be applied, unless the Buyer and Seller explicitly agree to use the SEPA Core Direct Debit scheme. Should the Seller apply the SEPA Direct Debit B2B scheme, the pre-notification term to the Buyer shall be one day should no other term have been agreed specifically. The Seller's invoices shall indicate the relevant due date separately. Should invoice information or the invoice itself be issued electronically, such information about the due date shall also be included in the invoice details sent.

(5) As soon as the Seller becomes aware of any indications that the Buyer is in excessive debt, insolvent or at risk of becoming insolvent, for instance, should the Buyer be in default or stop making payments, should direct debits not be honoured or returned, or should cheques be protested, protective measures be issued pursuant to article 21 InsO [German Insolvency Act], or if relevant information is provided by banks, credit insurances or credit rating agencies, the Seller shall be entitled to demand immediate payment of all receivables by the Buyer, insofar as such receivables have not yet been settled.

(6) Offsetting or retention of counterclaims by the Buyer against the Seller's payment entitlements arising from the delivery of goods to the Buyer shall not be permitted, unless the counterclaim concerned is undisputed or has been established as final by due process or is based on the same contractual relationship, whereby such exclusion shall not apply to counterclaims resulting from warranty claims by the Buyer vis à vis the Seller. On the other hand, the Seller is entitled to offset all payments owed by the Buyer against all receivables that the Buyer is owed by the Seller.

(7) An entitlement by the Buyer to the payment of a bonus or comparable benefits on the part of a seller shall depend on all the Seller's invoices being settled in full, as specified in the payment terms agreed.

Clause 4 Shipment, delay and cancellation

(1) The place of performance applicable to all the Seller's shipments shall be the Seller's works or service warehouse of the Isover sales centre agreed upon. The risk shall be transferred to the Buyer when the goods are surrendered to the carrier (shipments to a location other than the customer's premises). Such stipulation shall also apply to carriage-paid shipments or shipments with transport insurance taken out by the Seller.

(2) The Seller shall be entitled to provide partial shipments or furnish partial performance within the agreed lead times if such partial shipments or partial performance are deemed reasonable for the Buyer.

(3) A specific delivery time agreed between the Buyer and Seller shall not constitute a fixed delivery date purchase unless such a fixed delivery date purchase has been explicitly agreed in writing or electronically. Should there be no fixed delivery date purchase and a shipment by the Seller not be made on the delivery date agreed between the Seller and Buyer, the Buyer may, however, only grant the Seller an appropriate deadline to make the shipment of a least 5 working days once the agreed delivery date has been exceeded by more than 2 working days. Should such deadline elapse without result, the Buyer shall be entitled to withdraw from the delivery contract with regard to the shipment not made on time.

(4) Should delivery be temporarily delayed due to force majeure, including strikes, lockouts, blockades, traffic disruptions, disruptions in the supply of energy and raw materials, material shortages, epidemics, pandemics, states of emergency and measures taken by a state unilaterally or other events that were unforeseeable at the time the contract was concluded (operational disruptions of any kind, even if they occur on the part of third parties commissioned by the Seller or on the part of such third parties' contractors; etc.), the delivery period shall be extended accordingly to the extent if these circumstances have an impact on the Seller. The Seller shall inform the Buyer immediately of how long the delay in shipment is likely to last.

The Buyer shall be entitled to cancel the contract should it prove partly or wholly impossible to make the shipments affected by such circumstances, or it be deemed unreasonable for the Buyer to adhere to the delivery contracts affected by such circumstances. Regarding the Buyer's entitlement to damages under article 280 (2) BGB, only the provisions outlined in clause 9 shall apply. Notwithstanding the provision under article 320 BGB, any further or other entitlements on the part of the Buyer resulting from shipment delays, including, but not limited to entitlements to reimbursements for contractual penalties imposed by the Buyer on third parties, are ruled out.

(5) Should the Seller be aware of any of the issues indicated in clause 3 (5), the Seller shall be entitled to refuse performance owed under any of the delivery contracts concluded with the Buyer until sufficient surety has been provided, or such performance is only provided once the Seller has settled the receivables concerned (by making advance payments). Should the Seller become aware of the above-mentioned issues, the Seller shall be entitled, once a reasonable period to provide surety in the form of a directly enforceable bank guarantee or advance payment has elapsed, to cancel the delivery contracts made with the Buyer, which have not yet been fulfilled by the Seller or the Buyer, and to claim for damages from the Buyer, as long as mandatory statutory provisions do not rule out such cancellation of contract.

Furthermore, the Seller shall be entitled to cancel the contract if the Buyer has filed for insolvency proceedings or has issued an affidavit under section 807 ZPO [German Code of Civil Procedure], or insolvency proceedings have been opened, or the opening of insolvency proceedings has been rejected due to a lack of assets.

(6) The following provisions shall apply should the Buyer not accept a shipment made by the Seller by the delivery date agreed:

(a) Standard items: Should reception not be cancelled within two working days before the confirmed delivery date, the Seller may charge 25% of the net value of the goods and the shipment costs incurred. Should cancellation not occur until 2 days before the goods are loaded, damages shall be a flat rate of €400.

(b) Customised goods: Cancellation of the contract is not possible. Reception by the Buyer is obligatory. Otherwise, the full value of the order shall be charged. From the 10th working day after the material has been provided, invoicing shall be based on actual expenditure and the number of pallets.

(c) Redirection and forwarding of shipments: Should the shipment be redirected at the Buyer's request, the following flat rates shall be charged: up to 50 km: €120 and from 51 km: €175

(d) Returns: Returns shall only be possible with prior consent and if the goods are in a perfect condition. Some 15% of the value of the goods, but €500 at least shall be charged.

The Seller shall always be entitled to provide evidence of and claim for losses worth more than such amounts.

The provisions in the current price list shall otherwise apply.

(7) The Seller shall still have other right of withdrawal, including, but not limited to the rights of withdrawal and cancellation outlined in clauses 6 and 7 No Re-export to Russia or the Belarus clause and the ethics

Clause 5 Export Control Law

(1) The Buyer hereby undertakes to refrain from carrying out under any circumstances any of the following transactions:

- transactions with persons, organisations or institutions listed on the sanctions list under EC Regulations or US export provisions;
- transactions with UN/EC-embargo states prohibited;
- transactions for which an essential permit is lacking.

The Buyer shall be liable for all expenditure and loss incurred by the Seller as a result of any violation.

(2) The Seller's contractual obligations shall cease to apply, if and in so far as applicable national or international foreign trade legislation and/or embargos and/or other sanctions conflict therewith.

Clause 6 "No re-export to Russia and Belarus" Clause

(1) Russian Federation

(a) The Buyer shall not sell, export or re-export goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Regulation (EU) No 833/2014 directly or indirectly to the Russian Federation or for use in the Russian Federation.

(b) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any intellectual property rights, trade secrets or other information sold, licensed, or otherwise transferred under or in connection with this Agreement that fall within the scope of Article 12ga of Regulation (EU) No 833/2014.

(2) Belarus

The Buyer shall not sell, export or re-export, directly or indirectly, goods supplied under or in connection with this Agreement that fall within the scope of Article 8g of Regulation (EC) No 765/2006 to Belarus or for use in Belarus.

(3) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(4) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) and (2).

(5) If the Buyer culpably breaches one or more obligations arising from paragraphs (1), (2), (3) and (4), this shall constitute a material breach of contract for grave cause, entitling the Seller to take appropriate and proportionate remedial measures depending on the nature, gravity and duration of the breaches of contract, which are enumerated below (non-exhaustive list):

- (a) Refusal of supply (rejection of any new order and/or suspension of delivery for current orders) or
- (b) Withdraw from the contract or

(c) Extraordinary termination for grave cause without prior notice

(d) In addition to the rights under (5) (a)-(c), the [Exporter/Seller] shall be entitled to impose a reasonable liable fault-based contractual penalty in the event of the conditions set out under (5) in the amount of 1% of the order value, but not more than EUR 25,000, and in the event of multiple breaches not more than 5% of the order value, but not more than EUR 250,000.

Proof of higher damages and further statutory claims shall remain unaffected; the contractual penalty shall be offset against further monetary claims. The [Importer/Buyer] shall be entitled to prove that the [Exporter/Seller] has suffered no loss at all or only a significantly lower loss than the above contractual penalty.

The Buyer shall immediately inform the Seller in writing of the remedial action taken.

(6) The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2), (3) or (4), including any relevant activities by third parties that could frustrate the purpose of paragraph (1) and (2). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2), (3) and (4) within two weeks of the simple request of such information

(7) Russian Federation

(a) The Seller shall undertake its best efforts to ensure that, where it falls within the scope of Article 8a of Regulation (EU) No 833/2014 legal persons, entities or bodies established outside the Union and owned or controlled by it do not engage in activities that undermine the restrictive measures provided for in Regulation (EU) No 833/2014.

(b) The Seller undertakes to comply with the procedure set out in Article 12gb of Regulation (EU) No 833/2014 [A4] regarding the sale, supply, transfer or export of the common priority items listed in Annex XL to Regulation (EU) No 833/2014 as of 26 December 2024

(8) Belarus

(a) The Seller shall undertake its best efforts to ensure that, where it falls within the scope of Article 8i of Regulation (EC) No 765/2006, legal persons, entities or bodies owned or controlled by it and established outside the Union do not engage in activities that undermine the restrictive measures provided for in Council Regulation (EC) No 765/2006.

(b) The Seller undertakes to comply with the procedure laid down in Article 8ga of Regulation (EC) No 765/2006 [with regard to the sale, supply, transfer or export of the items of common high priority listed in Annex XXX to Regulation (EC) No 765/2006 from 2 January 2025.

Clause 7 Ethics and Compliance Clause

(1) In the performance of the contract, the Buyer undertakes to comply with all applicable laws and regulations relating to it, in particular those relating to the following:

(a) employee rights (including health and safety in the workplace and prohibition of forced and child labour),

(b) environmental law,

(c) financial integrity (including the prohibition of all forms of corruption and the fight against money laundering)

(d) competition and antitrust law.

(2) The Seller reserves the right to refuse any new order and/or to suspend delivery for current orders, i.e., to refuse performance or to withdraw from the contract, if a new law or regulation makes the fulfilment of its contractual obligation illegal or impossible or imposes sanctions on it, without the Seller having to assume any liability for this.

The seller shall immediately inform the buyer in writing of the right exercised.

For continuing obligations, the right to terminate without notice for good cause, which is regulated under § 8 (5), shall replace the right of withdrawal.

(3) The Buyer shall comply with the obligations specified under § 8 (1) and ensure that the employees, temporary workers or other third parties engaged by the Buyer to perform the order also strictly adhere to these obligations.

Otherwise, the Seller reserves the right to terminate the contract without notice for good cause in accordance with § 8 (5), without the Seller having to assume any liability for this.

(4) Furthermore, the Buyer undertakes to take all reasonable measures and procedures to comply with the aforementioned obligations and to inform the Seller of these upon request.

Otherwise, the Seller reserves the right to terminate the contract without notice for good cause in accordance with § 8 (5), without the Seller having to assume any liability for this.

(5) The Seller may suspend the contract or an order after written notification to the Buyer and/or terminate it without notice for good cause. Good cause in this sense shall be deemed to exist in particular if one or more of the obligations listed under § 8 (1), (3) and (4) have been culpably breached by the Buyer.

The notice of termination shall contain the essential reasons which led to the assumption of the existence of good cause.

The Seller may claim damages under applicable law if the Buyer culpably breaches the aforementioned obligations. In no event shall the Seller be liable for any damages incurred by the Buyer as a result of the suspension or termination of the contract or an order. The Buyer undertakes to bear its own costs resulting from the suspension or termination and to mitigate the consequences of the resulting damage.

(6) The Buyer confirms that it has been informed of the Seller's professional warning system, which is accessible at the following address:

<https://www.bkms-system.com/saint-gobain>.

Clause 8 Warranty for Defects

(1) The qualities of the goods to be delivered, including their usability for any specific purpose, shall be ensue exclusively from the corresponding agreements made between the Parties. Deviations in dimensions and/or weight within the tolerance range customary in the trade shall not constitute a defect. Samples and specimens made available to the Buyer by the Seller shall serve only to approximately describe the goods. No illustrations in catalogues or prospectuses of the Seller shall be binding for execution. The Seller hereby reserves the right to make technical and/or design changes to the goods, in so far as such changes are customary in the trade, do not unreasonably impair the Buyer and do not impair the usability of the goods for the agreed purpose.

Unless otherwise agreed in writing or electronically by the Seller and Buyer, the agreed condition of these goods shall be determined only by the condition declarations from the Seller (e.g. in the Seller's quote) and the current DIN and DIN EN standards.

(2) The Seller warrants the goods delivered by him against material defects as follows:

(a) The Buyer shall have a duty to inspect the goods delivered by the Seller without delay for defects and nonconformities with the goods ordered in terms of quantity and type of product. Should the goods be transferred (dropshipped) to a third party specified by the Buyer, it shall be the Buyer's duty to ensure the shipment is inspected by the third party concerned or ensure that another third party does so. Defects and nonconformities that become apparent during reasonable inspections must be reported to the Seller in writing without delay afterwards and defects and nonconformities that are not apparent during such inspections shall be reported without delay once they are discovered, or become apparent, stating the type and extent of the defects and nonconformities. Should the Buyer fail to report such defects or nonconformities in time, the goods shipped shall be deemed to have been accepted, unless the Seller has fraudulently concealed the defect. Should the Buyer fail to examine, at least on a random basis, the characteristics related to the intended use of the goods prior to installation or fitting (e.g. via functional tests or a trial run), the Buyer shall be deemed to have significantly breached their duty of care in commercial transactions (gross negligence). The Buyer shall compensate the Seller for any losses and expenses the Seller incurs due to failure to notify the Seller immediately and without prejudice to any other rights to which the Seller is entitled.

(b) Should the Buyer accept a defective product supplied by the Seller although the Buyer is or should have been aware of the defect upon reception, the Buyer shall only be entitled to the claims outlined in clause 8, (2) c if the Buyer reserves the right to make such claims upon reception of the goods.

(c) In case of supplementary performance, the Seller hereby reserves the right to choose between eliminating any defect and delivering an item free from defects. This shall not apply in the event of supplier recourse under sections 445a, 445b German Civil Code (BGB), if the last contract within the supply chain is a purchase of consumer goods. Section 439 (3) German Civil Code (BGB) remains unaffected. The Buyer has to state and prove the necessity of expenses to remove defective and install non-defective goods. In order to substantiate these costs actually incurred for the reasonably implemented measure he is obliged to submit a comprehensible list of costs.

(d) The Seller may refuse to provide subsequent performance if the costs of the subsequent performance are disproportionate due to the specific circumstances of the case. The costs are disproportionate, in particular, if the costs of subsequent performance are disproportionate in comparison with the value of a defect-free good or in comparison with the significance of the defect. This shall regularly be the case of the total costs of the subsequent performance required exceed 150 % of the value of the goods invoiced or 200 % of the amount representing the loss of value.

(e) Notwithstanding any entitlements to damages under clause 9, the Buyer may, at their own discretion, demand a reduction in price or withdraw from the delivery contract if supplementary performance proves impossible or fails. Unbeschadet etwaiger Schadensersatzansprüche gemäß § 9 kann der Käufer bei Unmöglichkeit oder Fehlschlagen der Nacherfüllung nach seiner Wahl Minderung verlangen oder vom jeweiligen Liefervertrag zurücktreten.

(f) Should the condition and/or quantity of goods delivered by the Seller only differ insignificantly from the condition and/or quantity agreed, the Buyer may only demand supplementary performance or a reduction in price, whereby the entitlement to supplementary performance shall be governed by clause 8 (2) (c). Such provision shall not apply if the last contract in the supply chain is a consumer goods purchase.

(g) Buyer's recourse claims according to sections 445a, 445b German Civil Code (BGB) shall only exist insofar as the Purchaser has not entered into any agreements with his customers that go beyond the statutory claims for defects. However, the Buyer's recourse claim shall only exist up to a maximum amount of 150 % of the value of goods invoiced. The latter stipulation does not apply, if the last contract within the supply chain is a purchase of consumer goods.

(h) For warranty claims and the resulting claims for damages in accordance with section 437 (3) BGB, only the provisions listed in clause 7 shall apply, as shall claims for damages due to a defect that is not already deemed to have been approved under clause 7 (2) (a).

(i) Further and/or other warranty claims by the Buyer are precluded.

(3) The warranty period shall be one year from the start of the statute of limitations. The statutes of limitations shall still apply in the event of fraudulent concealment of defects or nonconformities, or where a thing has been used for a building in compliance with the thing's normal use but its defect or defects have caused damage, and in the event of a delivery recourse pursuant to sections 445a, 445b of the German Civil Code (BGB), where the last contract in the supply chain is a consumer goods purchase.

Clause 9 Liability for Damages

(1) Unless otherwise stipulated in these General Terms and Conditions of Sale and Delivery, including the following provisions, the Seller shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Seller shall be liable for damages - on whatever legal grounds - within the scope of liability for culpa in cases of intent and gross negligence. In the event of simple negligence, the Seller shall only be liable subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in his own matters) in the case of

(a) damages resulting from injury to life, body or health,

(b) damages arising from a not insignificant breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case the liability of the Seller is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 shall equally apply to breaches of duty on the part of or in favour of persons whose fault the Seller is responsible for in accordance with statutory provisions. They do not apply if the Seller maliciously concealed a defect or assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.

(4) If the Seller is in default due to simple negligence, its liability for the damage caused by default shall also be limited to a maximum of 5% of the agreed price.

(5) Due to a breach of duty which does not consist in a defect, the Buyer can only withdraw or terminate if the Seller is responsible for the breach of duty. A free right of termination of the Buyer (in particular according to sections 650, 648 German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Clause 10 Packaging and Pallets

(1) The Seller offers the Buyer, throughout Germany, free collection of used returnable pallets by a logistics service provider. Participation in such a scheme is voluntary, but a condition for repeated re-use of the pallets. To make use of the returns service, the Buyer must register once with the logistics company concerned using the login details provided by the Seller. The Buyer can then arrange a pick-up date by telephone or online. The Buyer shall furnish the pallets so that they can be loaded, but such pallets do not have to be presorted. For more information, click on the following links, or PDFs can be provided on request:

<https://www.isover.de/documents/flyer/20220318-boomerang-web-a4-4.pdf>

<https://www.isover.de/recycling-und-entsorgung-mit-isover#palettenrueckholung>

(2) Shipping packaging will be disposed of free of charge and following prior notification by the Buyer via an external service provider appointed by the Seller. More information and the order form for packaging disposal are available under the following links and can also be sent as PDFs on request:

https://www.interzero.de/fileadmin/PDF/Broschueren_und_Informationsmaterial/Interzero_Entsorgung-Transportverpackungen_D-062022.pdf

<https://www.isover.de/recycling-und-entsorgung-mit-isover#entsorgung-von-verpackungen>

(3) This voluntary return of packaging shall not prejudice any further take-back obligation under section 15 VerpackG [*German Packaging Act*].

Clause 11 Retention of Title

(1) The Seller shall retain title to the goods delivered until all present and future claims arising from the business relationship with the Buyer have been paid in full ("**Goods under Retention of Title**"). In the case of a running account, the property under retention of title shall serve to secure the balance claim.

(2) The Buyer shall treat all Goods under Retention of Title with care and shall adequately insure the same against fire damage, water damage and theft on a replacement value basis at its own expense. In so far as servicing and inspection work is necessary, the Buyer shall carry out such work in due time at its own expense.

(3) The Buyer shall be entitled to on-sell Goods under Retention of Title in the ordinary course of its business. However, the Buyer hereby assigns to the Seller all claims accruing to it from or in connection with on-selling against its customers or third parties (including all security and all ancillary rights) up to the sum of the final invoiced amount of the Seller's claims (including value-added tax), regardless of whether the item purchased is on-sold without having been processed or after having been processed. The Buyer shall, even after this assignment of claims, remain authorised to collect such claims. The Seller's right to collect such claims itself shall remain unaffected hereby. However, the Seller undertakes not to make use of this right as long as the Buyer meets its payments out of the proceeds received and has not defaulted on payment, particularly as long as no petition for the institution of insolvency proceedings has been filed and no payments have been suspended. In such cases, the Buyer shall inform the Seller of the claims assigned and the debtors concerned, provide all information necessary for collecting the claims, hand over all relevant documents and give the debtors (third parties) notification of this assignment.

(4) The Buyer shall not be entitled to pledge Goods under Retention of Title assign the same as security or encumber the same with any other third-party rights. The Buyer shall, without undue delay, inform the Seller of all third-party compulsory execution measures concerning Goods under Retention of Title and hand over all documents necessary for any intervention. This shall apply also to impairments of any kind. Notwithstanding the foregoing, the Buyer shall point out to the third parties in advance all rights existing in respect of the Goods under Retention of Title. In so far as the third party is unable to reimburse the costs in connection with any intervention by the Seller, the Buyer shall bear such costs.

(5) Any processing or remodelling of Goods under Retention of Title by the Buyer shall always be deemed to have been carried out on the Seller's behalf. If any Goods under Retention of Title are processed together with other items not belonging to the Seller, the Seller shall acquire joint title to the new item in the ratio of the value of the Goods under Retention of Title (final amount invoiced, including value-added tax) in relation to the other processed items at the time of processing. Moreover, the terms and conditions applicable to Goods under Retention of Title shall apply equally to the item created as a result of processing.

(6) If any Goods under Retention of Title are inseparably mixed with other items not belonging to the Seller, the Seller shall acquire joint title to the new item in the ratio of the value of the Goods under Retention of Title (final amount invoiced, including value-added tax) in relation to the other mixed items at the time of mixing. If such mixing occurs in such a manner that the Buyer's item is to be regarded as the main item, it shall be deemed agreed that the Buyer shall transfer joint title to the Seller on a pro-rata basis. The Buyer shall hold in safekeeping for the Seller the sole or joint property thus created.

(7) As security for the Seller's claims against the Buyer, the Buyer hereby also assigns to the Seller all claims accruing to the Buyer against a third party as a result of Goods under Retention of Title having been connected to any plot of land.

(8) If the Seller is entitled to reclaim possession of Goods under Retention of Title, the Buyer shall bear the cost of such repossession. The Seller shall be authorised to realise such repossessed Goods under

Retention of Title on the open market for the best possible price and credit the proceeds, less any appropriate costs in connection with such realisation, against the amounts owed by the Buyer.

(9) If the realisable value of the security exceeds the Seller's claims against the Buyer by more than 10 %, the Seller shall, if the Buyer so requests, release such security to a corresponding extent. The Seller hereby reserves the right to choose the security to be released.

(10) If, in the case of deliveries abroad, this retention of title cannot be agreed upon with the same effect as under German law, yet it is permissible to reserve other rights in the item delivered, the Seller shall be entitled to such rights. The Buyer shall co-operate therewith in every respect.

Clause 12 Moulds

(1) The moulds required for manufacturing the goods shall remain the Seller's intellectual and in-rem property. This shall apply even if the Buyer has agreed to bear the cost of manufacturing such moulds. The Seller hereby reserves all copyrights, other property rights and rights of use.

(2) In so far as the Buyer has agreed to bear the cost of manufacturing such moulds, such moulds shall be retained for two years from the day of the last delivery. Goods ordered by the Buyer shall be manufactured by the Seller with the aid of such moulds only if this has been expressly agreed upon **§ 13**

Clause 13 The Seller's Documents

The Seller shall retain any and all rights of title, copyrights and industrial property rights in respect of illustrations, drawings, samples and other documents ("**Documents**"). This shall apply also to Documents not expressly designated as "confidential". The Buyer shall pass on such Documents to third parties only with the Seller's prior express written consent.

Clause 14 Venue, Applicable law

(1) Ludwigshafen am Rhein, Germany, shall be the venue for all disputes arising from deliveries provided by the Seller if the Buyer is a merchant [Kaufmann as defined under German law], a legal entity under public law, or an off-budget entity.

(2) The contractual relationships between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).