

1. Definitions GENERAL CONDITIONS OF SALE

In these conditions ("Conditions") Rockwool Limited is referred to as "the Company" and the person firm or company dealing with Rockfon, whether as buyer or otherwise named in any quotation or order shall be "the Customer". "Contract" shall mean any contract whether oral or in writing made between the Company and the Customer. "Goods" shall mean the subject matter of a Contract.

2. Basis and Application

- Every price quoted by the Company is based upon these Conditions and reflects the limitations upon the Company's liability which they contain. If any Customer wishes to enter into a Contract with the Company on any other basis special arrangements can be sought and a revised price quoted by the Company.
- In the absence of any special arrangement (which shall not bind the Company unless made in writing and signed on behalf of the Company by a person duly authorised for that purpose) these Conditions shall apply to all quotations given by the Company and all Contracts between the Company and each of its Customers and shall override any other terms or conditions proposed or stipulated by the Customer.
- The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company or its duly authorised representative in writing. In entering into a Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- In the advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage application or use of the goods which is not confirmed in writing by the Company or its duly authorised representative is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- Any typographical clerical or other error or omission in any sales literature, quotation, price list acceptance of offer invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Parties

- Both the Company and the Customer shall Contract as Principals and not otherwise, the Contract shall be personal to the Customer and shall not be assigned by him without the written consent of the Company.
- No Contract or agreement between the Company and any of its Customers shall constitute or be deemed to constitute a partnership or Joint Venture between them.
- The Company shall be under no liability whatsoever or howsoever arising in respect of any private dealing contract transaction or relationship between any of its Customers and any of the Company's employees or agents.

4. Orders and Specifications

- No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Customer's authorised representative.
- The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- The quantity quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).
- If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with the specification submitted by the Customer the Customer shall indemnify the Company against all loss damages costs and expenses incurred by the Company in connection with or in consequence of or in respect of or in relation to the Company in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
- The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied by the Customer's specification which do not materially affect their quality or performance.
- No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation.

5. Price

- The Price of the Goods shall be the price quoted by the Company the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for thirty days only or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer.
- Prices quoted by the Company are for the quantity of Goods specified and shall apply only to orders for those quantities.
- The Company will use its best endeavours to supply Goods in the quantity ordered by the Customer but the delivery of the Company up to 5% more or less than the quantity ordered shall be acceptable by the Customer as due compliance with the Contract subject to a corresponding adjustment of price.
- The price shall include charges for collection packaging shipment cartage warehousing insurance or customs dues or other expenses incurred by the Company in delivery of the Goods unless otherwise quoted.
- Indicated prices and tend figures for the Goods shall not constitute an offer by the Company to sell the Goods at those prices or figures but shall be regarded merely as an indication of the prevailing market price.
- The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods or to increase the price of the Goods or to suspend or terminate the whole Contract of which the Company and change in delivery dates any quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

6. Payment

- All prices quoted by the Company are strictly in net and are exclusive of Value Added Tax.
- Unless stipulated by the Company payment for the Goods and any services performed by the Company shall be made by the end of the month following that in which the Goods were despatched or the services performed.
- If the price of the Goods or services or any part thereof remains unpaid after the date when the same shall become due the amount unpaid shall bear a surcharge at the rate of 2% (or at such other rate as the Company may hereafter stipulate by written notice to the Customer) for each month or part of a month during which the same shall remain unpaid. Such interest shall be payable by the Customer forthwith upon receipt of the Company's invoice therefor.
- If the price of the Goods or services or any part thereof shall remain unpaid the Company reserves the right to discontinue manufacturing or to suspend deliveries until all monies due from the Customer to the Company are paid and to appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer).
- The time of payment of the Price shall be of the essence of the Contract.

7. Delivery

- Any delivery of Goods pursuant to a Contract shall be deemed to constitute a separate Contract to which the terms and conditions hereof shall be Mutatis Mutandis applied PROVIDED THAT this condition shall be subject to and shall in no way detract from the rights of the Company to suspend or terminate the whole Contract of which the delivery forms a part in circumstances hereinafter mentioned and failure by the Company to deliver any one or more instalments comprised in an order in accordance with these Conditions or any claim by the Customer in respect of any one or more such instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- Any time or date for the despatch or delivery of Goods or for the commencement or completion of work whether specified in the contract or otherwise given by the Company shall be taken as an estimate made by the company in good faith which the Company shall use its best endeavours to fulfil but which shall not be binding on the company either as a term of the Contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of any failure by the Company to adhere to such times or dates or in consequence of any delay in or suspension of or termination of the delivery of the Goods.
- The Customer shall provide clear and reasonable access to the delivery point and shall within a maximum time of three hours unload the Goods when tendered at the delivery point provided that such tender shall be during normal working hours of the Customer.
- The Company shall not be obliged to deliver any Goods to the Customer at a time when the Customer is exceeding or upon such time when the Customer is exceeding its limit imposed by the Company either in relation to such Goods or otherwise. In that event the Company shall be entitled to give notice to the Customer requiring the Customer to reduce the indebtedness to such a level as would enable the delivery to be made within his credit limit. If the Customer fails to do so within 7 days of receipt of such notice the Company shall be entitled to determine the Contract in the manner hereinafter provided.
- If the Customer shall in any reason fail to take delivery of the Goods within fourteen days of written notice from the Company that the same are ready for delivery:-
 - The Company shall be entitled to recover from the Customer interest upon the purchase price of the Goods at the rate of 2% per annum over the base rate for the time being of Midland Bank plc from the date of expiry of such written notice to the date upon which the Customer takes delivery of the Goods.
 - The Company shall further be entitled to make a reasonable charge for the custody and storage of such undelivered Goods and for transport charges where the Company is compelled to deliver the Goods to storage including and without limitation to the generality of the foregoing the cost of insurance of the said Goods.
 - The Company shall be entitled to sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses and any interest charges pursuant to (i) above) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract. Where the Company exercises its entitlement under this provision it shall cease to be entitled to interest under (i) above from the date on which the Goods are sold pursuant to the exercise of the entitlement. The exercise of the entitlement together with the rights granted to the Company under (i) and (ii) above are without prejudice to any other right or remedy available to the Company under these Conditions.
- delivery of the Goods shall be deemed to take place:-
 - where the Company undertakes the delivery of the Goods when the Goods are unloaded whether by the Company or the Customer from the Company's vehicle or from that of a Carrier at the station port or location specified by the Customer.
 - where the Customer undertakes the delivery of Goods when the Goods are loaded into Customer's vehicle or his designated Carrier at the premises of the Company or other pre-arranged location.
- Without prejudice to any other limitation on the liability of the Company contained in these Conditions if the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer the Company's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

8. Ownership and Risk

- Risk. Any Goods sent or held abroad by the Company at the Customer's request shall be at the sole risk of the Customer, in the case of Goods delivered within the United Kingdom the risk of such Goods shall pass to the Customer upon delivery in accordance with the preceding condition.
- Ownership.
 - Notwithstanding that the Customer or his agents obtain possession of the Goods all or any such Goods will remain the property of the Company until the Company has received in cash or cleared funds payment in full for such Goods and any other goods supplied to the Customer by the Company under the Contract to which the Goods relate or any other contract between the Company and the Customer shall be entitled to all rights of the Customer's premises to enforce its rights hereunder.
 - If the Customer does not pay on the due date for payment or if any of the events specified in Clause 17 occurs the Company may (without prejudice to any of its other rights) sell or otherwise deal with or dispose of the said Goods in such manner as it may deem fit.
 - Until payment in full is made the Customer is required to store separately the Goods and to mark them as to indicate that they are the property of the Company.

- If the Customer shall before the property in the Goods has passed to him use the Goods in the manufacture or production of items or materials whether or not in association with any other goods or if the Goods are mixed with other goods the property in the items materials or mixed goods so produced shall remain with the Company until the Customer has paid in full for all Goods supplied by the Company under the Contract to which the Goods relate or any other Contract. Title in the goods mixed with the Goods supplied by the Company hereunder shall pass to the Company at the moment of manufacture or mixing and all the Company's rights hereunder shall extend to such items materials or mixed goods. Until property in the items materials or mixed goods passes to the Customer the Customer shall store separately and mark the items materials or mixed goods to indicate that they are the property of the Company.

- The Customer may in the ordinary course of his business sell the Goods items materials or mixed goods notwithstanding that the property in the Goods items materials or mixed goods has not passed and in the event that the Customer sells the Goods items or mixed goods the Customer shall sell as agent and bailee for the Company and shall receive the sale proceeds in a fiduciary capacity on behalf of the Company and shall pay the sale proceeds into a separate interest bearing account and shall not be entitled to use such monies until the Customer has paid in full for all Goods supplied by the Company under this Contract or any other Contract. The Customer shall if requested by the Company assign free of charge the Customer's rights to the unpaid proceeds of the Goods items materials or mixed goods.

- Each paragraph of this sub-clause (b) shall be severable and in the event that any such paragraphs shall be held to be invalid the remaining paragraphs of this sub-clause shall have full force and effect.

9. Loss or Damage in Transit

- The Company shall not be liable for any loss of or damage to Goods in Transit unless written notice thereof is given by the Customer to the Company:-
 - in the case of loss from or damage to Goods delivered to the Customer within seven days of the date of delivery or such shorter period as may be required by the Carriers conditions of carriage
 - in the case of Goods not delivered within 21 days of the receipt by the Customer of the Company's invoice PROVIDED THAT if the Customer proves:-
 - that it was not reasonably possible for him to give notice within the appropriate period
 - notice was given within a reasonable timeThe Company shall not be entitled to rely upon the time limits stipulated in this condition.
- Any liability which the Company may incur for loss of or damage to Goods shall in any event be limited to the invoice value of the Goods not delivered lost or damaged. In no circumstances whatsoever shall the Company be liable for any indirect or consequential loss howsoever caused.
- Where the Company shall have arranged insurance on behalf of the Customer insuring the Goods against loss or damage the terms and conditions stated in the insurance certificate must be strictly complied with.

10. Consents

- The Customer shall ensure that all necessary consents and all regulations and requirements of any governmental or other regulating body or authority (including the Bank of England) applicable to each transaction are respectively procured and complied with and the Company shall be entitled to require the Customer to supply such evidence as it may reasonably require that any relevant consents have been obtained and any relevant regulation or requirement complied with.

11. Force Majeure

- The Company shall be relieved of all or any of its obligations under the Contract to the extent that performance of such obligations is prevented, impeded or delayed in consequence of any statute regulation or order of any government or other authority or any strike lock-out or trade dispute (whether involving the Company's employees or those of other parties) or any other cause whether or not of a like or similar nature beyond the Company's control.

12. Guarantee

- Goods Sold.** The Company will at its option repair replace or credit the Customer with the full purchase price of Goods sold and delivered which upon delivery are defective by reason of faulty materials or otherwise PROVIDED THAT:-
 - written notice of any such defect shall be given by the Customer to the Company within one month of delivery of the Goods.
 - If the Goods are returned by the Customer to the place from which they were despatched or to such other place as the Company may reasonably require.
- Work.** Where the Contract requires the Company to carry out work for the Customer the Company will make good any defect in such work attributable to bad workmanship or to the supply by the Company of faulty materials in connection with such work which may occur and become apparent within one month of the completion thereof PROVIDED THAT:-
 - written notice of such defect is given by the Customer to the Company within 7 days of the defect becoming apparent if the defect is of a kind which would be apparent on reasonable inspection or in any other case notice is given within one month of the date on which the defect becomes apparent.
 - If the Company shall so stipulate the article or articles the subject of the Company's work shall be returned by the Customer to the place from which they were despatched or to such other place as the Company may reasonably require.
- The guarantees provided for in this Condition 12 shall not apply in respect of:-
 - any materials provided by the Customer nor shall the acceptance of such materials constitute any admission by the Company that the same were of the quality stated by the Customer or are otherwise fit for the stated purpose, or
 - any defect in the Goods or in the Company's work where such defect arises from or is otherwise attributable to any drawing design or specification supplied by the Customer; or
 - any parts materials or equipment not manufactured by the Company. In respect of such parts materials and equipment the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

13. Exclusion of Liability

- The above guarantees are given by the Company in substitution for any rights which the Customer might otherwise have against the Company under a Contract of connection with the supply of Goods or the carrying out of such work as is referred to in clause 12(b) above by virtue of any express or implied term representation condition or warranty statutory or otherwise as to:-
 - the state quality, fitness or performance of the Goods; or
 - the standard of the Company's workmanship and the state quality fitness or performance of any materials used in connection therewithAND all such terms representations conditions and warranties are hereby expressly excluded to the fullest extent permitted by law PROVIDED THAT nothing in this clause shall excuse the Company from any liability which it may incur for death or personal injury arising from negligence or from any liability which the Company shall incur for such liability as it may incur for death or personal injury resulting from negligence the Company shall not be liable in any manner whatsoever whether in Contract Tort misrepresentation or otherwise for any loss whether direct indirect or consequential nor any damage or injury howsoever caused which may arise out of or in connection with the supply of the Goods or materials or to the order of the Customer or the execution of work for the Customer.
- In this condition the words "Goods" "materials" and "work" shall include Goods and materials supplied and work executed under this Guarantee.

14. Lien

- The Company shall have a general lien over all Goods and property of the Customer whether worked on or not in the possession of the Company in respect of all unpaid debts due from the Customer to the Company.

15. Special Requirements

- Where the Company supplies Goods to the special requirement of the Customer the specification or description of which is outside the Company's usual range as set out in its catalogue or price list the Company shall be entitled to supply to the Customer and be paid for 10% more or less of the quantity of such Goods.
- If tests and inspections are required to the Customer's own specification such tests are to be carried out at the Customer's premises and are to be finalised there although if desired arrangements can be made for a representative of the Customer to observe such tests and inspection.

16. Delivery Prices

- All prices FOB UK Port include delivery up to "free on board". The responsibility of the Company shall cease immediately the Goods are placed on board ship or aircraft and the Company shall be under no obligation to give the Customer the notice specified under Section 32 Sub-Section (3) of The Sale of Goods Act 1983. For FOB orders valued at less than £500 sterling the Company reserves the right to charge extra for packing and delivery charges. Goods sent by post passenger train or air freight at the Customer's request will attract additional charges.
- All prices C & F and CIF include freight charges up to the destination specified. Despatch will be in full containers and no provision is made for despatch by air freight or parcel post. Any request by the Customer for such despatch will cause additional charges to be added to the purchase price.

17. Termination

- If the Customer shall make default in or commit any breach of the terms and conditions of any Contract of the Company or if:-
 - the Customer shall commit any act of bankruptcy or an order shall be made or an effective resolution shall be passed for the Winding Up of the Customer (other than for the purposes of amalgamation or reconstruction) or a meeting shall be convened for the purpose of considering a resolution that the Customer shall be so Wound Up; or
 - the Customer shall enter into a meeting for the purposes of making or proposes or enters into any arrangement or composition for the benefit of its creditors; or
 - the Customer shall stop payment or cease or threaten to cease to carry on its business or dispose or threaten to dispose of its undertaking or assets or shall become unable to pay its debts within the meaning of Section 223 of The Companies Act 1945 or any statutory modification or re-enactment thereof; or
 - any indebtedness or obligation of the Customer for the repayment of any borrowed monies becomes due and payable or capable of being declared due and payable prior to the specified maturity date thereof due to any default thereunder or is not paid when due; or
 - an encumbrance shall take possession of a receiver or other similar Officer shall be appointed in respect of any part of the undertaking or assets of the Customer or a distress execution or other process is levied or enforced or sued out upon against any property of the Customer and is not removed discharged or paid out within seven days; or
 - any security created by any mortgage or charge created by the Customer becomes enforceable and the mortgagee or chargee takes steps to enforce the same
- THEN AND IN THAT EVENT the Company shall have the right without notice to the Customer and without prejudice to any other claim or right which the Company may make or exercise to determine all or any of its Contract and/or accounts then outstanding with the Customer and any principal advanced to the Customer together with any interest thereon shall immediately become due and payable.

18. General

- Except with the written agreement of the Company no Contract may be cancelled without payment by the Customer of the cost of the manufacturing and transportation incurred up to the date of cancellation including the cost of all items ordered supplied or manufactured specially for the execution of the Contract. If work on any order is suspended because of the Customer's instructions or lack of instructions the Company reserves the right to treat such circumstances as cancellation by the Customer.
- No waiver by the Company of any breach of Contract by the Customer shall be considered as a waiver of any subsequent breach of any other provision of that Contract.
- Nothing in these conditions shall affect the statutory rights of the Customer who in relation to the Company deals as a consumer as defined in Section 12 of the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.
- These conditions and all Contracts between the Company and the Customer shall be governed by and construed in accordance with English Law.
- If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall remain unaffected thereby.
- All communications hereunder shall be sent to the Company at Pencoed, Bridgend, CF35 6NY, and to the Customer at the address to which the Contract is sent or to such other address as the Customer may stipulate in writing to the Company.
 - Communications sent by cable facsimile transmission or telex or delivered in person shall be deemed to have arrived when sent or as the case may be delivered. Communications sent by first class inland post or by Airmail post from overseas shall be deemed to have arrived 48 hours and seven days after posting respectively.