4.1 The Client guarantees the correctness, completeness and reliability of the data and information issued to ROCKWOOL by the Client or on its behalf. ROCKWOOL shall not be required to check the correctness, completeness or reliability of this data issued to ROCKWOOL.

4.2 ROCKWOOL shall only be required to (further) implement the order if the Client has issued all data and information requested by ROCKWOOL.

4.3 If data necessary for implementation of the agreement have not been made available to ROCKWOOL or if the Client fails to fulfill its obligations in other matters, ROCKWOOL shall have the right to charge the costs deriving from non-compliance with its standards.

4.4 If and in as much as ROCKWOOL suffers direct or indirect losses as a result of the fact that the data and information issued contrary to and/or incorrect and/or incomplete, the Client shall be required to fully compensate ROCKWOOL for those losses.

5.1 All statements from ROCKWOOL concerning quantities, quality, performance and/or other properties will be considered as indicative unless otherwise expressly agreed. If as a result of the nature of the Goods or/and Services, the Client is required to check compliance with the quantities, qualities, performance and/or other properties specified by or agreed with ROCKWOOL.

5.2 Illustrations, descriptions, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon ROCKWOOL.

5.3 Minor deviations in colour, purity and quality shall under no circumstances give grounds for any complaints, refusal to accept the delivery or dissolution of the agreement, or delay in payment of the price.

5.4 All technical requirements specified by the Client on the Goods to be delivered and which derive from normal requirements must be specifically notified by the Client upon entering into the agreement.

5.5 If a model, sample and/or example is displayed or issued by ROCKWOOL, this shall be considered as indicative unless otherwise expressly agreed. If as a result of the nature of the Goods or/and Services, the Client is required to check compliance with the characteristics of the model, sample and/or example, this shall be considered as indicative unless otherwise expressly agreed.

5.6 The Client is required to carefully examine all samples, models and/or examples received from ROCKWOOL, whether or not at the request of the Client, for errors and defects, and to return said samples, models and/or examples, either correct or incomplete, free of charge. If the Client fails to do so, the Client shall be deemed to have accepted the Goods as delivered.

5.7 The Client must confirm that the Goods and/or Services delivered are correct and in accordance with the Client's instructions. If a dispute arises between ROCKWOOL and the Client concerning the correctness and conformity of the Goods and/or Services, the Client will be responsible for proving the correctness of its instructions.

5.8 The Client will be required to accept the Goods and/or Services delivered, unless it has been shown that a defect existed at the time of delivery.

5.9 If a dispute arises between ROCKWOOL and the Client concerning the correctness and conformity of the Goods and/or Services, the Client will be required to accept the Goods and/or Services delivered, unless it has been shown that a defect existed at the time of delivery.
14.7 The entire invoice amount shall be immediately and fully payable in the event of late payment of at least 15% of the amount to be collected, with a minimum of EUR 200.

14.8 Any processing of the Goods delivered by ROCKWOOL shall be for the own risk of the Client. The Client is not entitled to pledge or transfer ownership of the Goods. The Client is therefore entirely non-binding and shall be issued by ROCKWOOL as non-binding information.

15.1 ROCKWOOL holds a pledge and right of retention on all goods and documents which ROCKWOOL has at its disposal, and in which ROCKWOOL can assert its claim, irrespective of whether the goods and documents have been delivered or not. ROCKWOOL’s right of retention also covers claims that have been agreed upon but not yet paid.

15.2 ROCKWOOL may also exercise the rights as intended in article 15.1 for any amounts still payable by the Client to ROCKWOOL, in connection with previous and/or already implemented orders.

16.1 The Client may not cancel an order. If the Client nonetheless fully or partially cancels a placed order, the Client shall be required to reimburse ROCKWOOL for all costs reasonably incurred with a view to implementing that order, the work of ROCKWOOL and the loss of profit suffered by ROCKWOOL, at a minimum of EUR 10,000 per violation and of EUR 250 for every day that the violation continues.

17.12 The Client indemnifies ROCKWOOL against all claims from third parties, including claims based on product liability in connection with the implementation of the agreement by ROCKWOOL, irrespective of the cause, and against any resultant costs for ROCKWOOL.

17.9 Damage to Goods caused by damage or destruction of packaging of the Goods shall be for the entire risk of the Client.

17.10 In all cases in which ROCKWOOL is required to pay compensation, this shall never exceed 20% of the price of the Goods and/or Services delivered as a result of or in connection with which the damage was caused. If the damage is covered by the business liability insurance of ROCKWOOL, the Client shall furthermore never exceed the amount actually paid out by the insurer in the case in question.

17.11 Any claim against ROCKWOOL, unless recognised by ROCKWOOL, shall lapse through the passage of 12 months following the occurrence of the claim.

18.1 Without prior written permission from ROCKWOOL, the Client shall not be permitted to enter into a contract of employment with a person who is employed at ROCKWOOL or a person who was employed at ROCKWOOL in a previous period of 12 months or in any other way to have this person carry out work on behalf of the Client, in as much as this work is not carried out on the basis of an agreement entered into with ROCKWOOL.

18.2 The advice in article 18 of these conditions enter into force, the ePrivacy Regulation and all related legislation and regulations.

18.3 In the event of violation of the prohibition contained in this article 18, the Client shall owe to and in favour of ROCKWOOL a penalty of EUR 10,000 per violation and of EUR 250 for every day that the violation continues, without prejudice to the right of ROCKWOOL to demand compensation for all losses caused by the violation and without prejudice to the Client’s right to demand compliance with this Agreement.

18.4 ROCKWOOL personnel

19.3 The Client indemnifies ROCKWOOL against all claims from third parties (including at least users and government authorities), financial damages, interest and all claims from third parties in connection with advice or recommendations provided by ROCKWOOL.

20.1 If the Client acts on behalf of one or more others, without prejudice to the liability of those others, it (the Client) shall be liable to ROCKWOOL as if it itself were the Client.

20.2 If ROCKWOOL enters into an agreement with two or more natural persons or legal entities, all clients shall be jointly and severally liable for the entire risk and against any claims from third parties in connection with advice or recommendations provided by ROCKWOOL.

20.3 If ROCKWOOL enters into an agreement with a company in establishment, the founders shall also jointly and severally liable for this entire risk, following confirmation of the agreement.

21.1 The Client acts on behalf of one or more others, without prejudice to the liability of those others, it (the Client) shall be liable to ROCKWOOL as if it itself were the Client.

21.2 If ROCKWOOL enters into an agreement with two or more natural persons or legal entities, all clients shall be jointly and severally liable for the entire risk and against any claims from third parties in connection with advice or recommendations provided by ROCKWOOL.

21.3 The place of implementation of all orders shall be considered as being the establishment location of ROCKWOOL.

22.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the other provisions. ROCKWOOL and the Client are required to replace any provisions that are null and void with provisions that are valid, and which as far as possible reflect the intention of the null or void provision. The Dutch text will be decisive for purposes of interpretation of these General Terms and Conditions.