6.3 The Client will in no way infringe the Intellectual Property.
6.4 If in fact as far as necessary and in as far as the Intellectual Property does not already accrue to ROCKWOOL or third parties, the Client will transfer the Intellectual Property to ROCKWOOL, free of charge, and hereby delivers that property to ROCKWOOL or (if a transfer in advance is not legally possible) to its successor in law, and will destroy all copies, if any, of the Intellectual Property. In the absence of any transfer of Intellectual Property rights, the Client will not make use of, disclose or have used in any manner whatsoever, and/or not to assign or grant to third parties, and/or not to duplicate or reproduce any part of the Intellectual Property (by whatever means or in whatever form), free of charge. The Client will provide ROCKWOOL all requested cooperation and will hereby grant to ROCKWOOL irrevocable and unconditional authority to fulfill all formalities necessary to have the Intellectual Property incorporated in the Goods and/or Services, either in parts, and to make all declarations and agreements, without any costs arising for ROCKWOOL, as a consequence.
6.5 If as much Intellectual Property can be acquired by an application or registration, ROCKWOOL shall be exclusively authorised.
6.6 If a dispute arises between ROCKWOOL and the Client concerning Intellectual Property, ROCKWOOL is entitled to claim, as being right holder, all evidence presented by the Client.
6.7 The goods or a material share of the goods to be supplied by ROCKWOOL according to its best knowledge and belief is required to be reproduced in the Client’s possession. ROCKWOOL, even if or in as much as ROCKWOOL own no copyright or enjoys no other legal protection, shall be entitled to demand the notice of all infringements.

7.1 The prices specified by ROCKWOOL or agreed with ROCKWOOL are Ex Works (Incoterms 2010) and shall be paid in addition to other applicable taxes and charges which may be levied in connection with the Goods or the Services ordered or to be ordered by the Client. In case of a delivery in parts, the Client will order and pay for each part of the Goods or the Services ordered or to be ordered by the Client.

8.7 ROCKWOOL is authorised to implement an agreement in parts, and to demand payment for that part on the agreed delivery date or within the agreed delivery period, they will be stored for the account and risk of the Client. The moment of risk transfer remains delivery Ex Works. If ROCKWOOL has still failed to implement the order within a reasonable period provided by the Client. In that case, ROCKWOOL owes no compensation.

8.8 The delivery time is based on the conditions applicable at the moment of entering into the agreement, and on timely delivery of the goods and/or services required by ROCKWOOL for complying with its obligations. ROCKWOOL reserves the right to adjust the delivery time should such obligations change. If due to circumstances beyond the control of ROCKWOOL, the agreed delivery time remains unfulfilled, ROCKWOOL still has failed to implement the order within a reasonable period provided by the Client.

7.5 If an order must be implemented according to a design, drawing or other instructions from the Client, the agreed prices in euro are higher, ROCKWOOL shall be authorised to charge on this price adjustments.

7.3 If following the offer and/or the conclusion of an agreement, factors which determine the cost price or the prices have changed, ROCKWOOL is entitled to adjust the prices.

7.1 The prices specified by ROCKWOOL or agreed with ROCKWOOL are Ex Works (Incoterms 2010) and shall be paid in addition to other applicable taxes and charges which may be levied in connection with the Goods or the Services ordered or to be ordered by the Client.

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6.5 If a dispute arises between ROCKWOOL and the Client concerning Intellectual Property, ROCKWOOL is entitled to claim, as being right holder, all evidence presented by the Client.

6.7 The goods or a material share of the goods to be supplied by ROCKWOOL according to its best knowledge and belief is required to be reproduced in the Client’s possession. ROCKWOOL, even if or in as much as ROCKWOOL own no copyright or enjoys no other legal protection, shall be entitled to demand the notice of all infringements.
Article 15 Pledge and right of retention

15.1 ROCKWOOL holds a pledge and right of retention on all goods and documents which ROCKWOOL has placed in its possession, on whatever grounds, for all claims which ROCKWOOL has or acquires against the Client. ROCKWOOL shall hold the pledge and retention right against any parties demanding payment against the Client. ROCKWOOL is entitled to dispose of, sell or otherwise dispose of any goods and documents for which the retention right is exercised, whether such goods or documents have become the subject of a reasonable price reduction or redeem the Good or Service in question, all entirely at the discretion of ROCKWOOL.

15.2 If the Client has not paid all invoices which ROCKWOOL has sent to the Client, 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.

Article 16 Cancellation

16.1 In case of cancellation by the Client, 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, for the amount of any work carried out in accordance with said order, together with all costs which are incurred.

Article 17 Liability and Indemnification

17.1 Beyond the provisions of article 11.1, the Client shall have no claim whatever against ROCKWOOL for any loss or damage, whether direct or indirect, caused by ROCKWOOL. As a consequence, ROCKWOOL is not liable for any direct or indirect losses, including business losses, intangible losses, lost income, stagnation losses, harm to reputation and any other consequential damages, due to whatever reason, as a result of a defect in the Goods or Services provided by ROCKWOOL, or for any other reason.

17.2 ROCKWOOL shall also not be liable hereinabove for actions by its employees or other parties involved in the control, including (but not limited to) the Client.

17.3 ROCKWOOL shall not be liable for losses of whatever nature caused by or after the Client has processed the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.

17.4 ROCKWOOL shall not be liable for any losses of delivery of Goods and/or Services as is not possible as a result of the Client's account and risk of the Client.

17.5 ROCKWOOL shall not liable for the advice or recommendations issued by ROCKWOOL to the Client unless this advice or recommendations are explicitly a part of a specific Service. In the event of a specific Service, the liability restrictions as appearing in this article 17 shall apply. The Client shall indemnify ROCKWOOL for all claims from third parties in connection with advice or recommendations issued by ROCKWOOL.

17.6 ROCKWOOL shall not liable for the (consequences of) non-conformities, errors or defects that the Client has been aware of in the sample goods and/or services which were approved by the Client.

17.7 ROCKWOOL shall not liable for the infringement of patents, licences and/or other intellectual property rights of third parties. In the event of information or services provided by ROCKWOOL, ROCKWOOL shall also not be liable for damages to or loss of raw materials, semi-manufactured goods, models and/or other goods supplied by the Client.

17.8 The Client shall indemnify ROCKWOOL and employees of ROCKWOOL and others insured for implementation of the agreement against any claim from third parties, including claims based on product liability in connection with the Goods or Services provided by ROCKWOOL or its subcontractor.

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

17.10 In all cases in which ROCKWOOL is required to pay compensation, this shall never exceed the invoice amount of 12 months following the occurrence of the claim.

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

17.12 The Client will indemnify ROCKWOOL and employees of ROCKWOOL against claims from third parties including administrators, customers, users, and/or suppliers of the Client and/or the inaccuracy or incompleteness of information or data passed by or on behalf of the Client.

Article 18 ROCKWOOL personnel

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 prohibition in this article shall apply from the date of establishment of the first agreement between the Client and ROCKWOOL, and shall continue to apply until 12 months following implementation of the last order to issued or agreed entered into with the Client.

18.3 The Client is liable for violation of the provisions of this article in this article 18, the Client shall cease 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 violation and without prejudice to the Client's right to demand compliance with this Agreement.

Article 19 Personal Data Protection

19.1 In collecting and (further) processing personal data in the framework of the agreement from or for the Client or the Client's employees and others, as part of ROCKWOOL, ROCKWOOL shall comply with the General Data Protection Regulations (GDPR), the GDPR Implementation Act and, from the moment the Client/ROCKWOOL processes the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.

19.2 If in its own judgement ROCKWOOL must be considered to be a data processor as intended in the GDPR, the GDPR Implementation Act and, from the moment the Client/ROCKWOOL processes the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.

19.3 The Client indemnifies ROCKWOOL against all claims from third parties (including at least users and government authorities), financial and other sanctions and costs, relating to any violation or any failure to comply with these General Terms and Conditions relating to these General Terms and Conditions.

Article 20 Representation

20.1 If the Client acts on behalf of one or more others, without prejudice to the liability of those others, it (the Client) is 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 jointly and severally be liable for all complaints on the results of ROCKWOOL, and its obligations do not apply.

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

Article 21 Applicable Law and Competent Court

21.1 The agreement(s) between ROCKWOOL and the Client are subject to Dutch law.

21.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply to any agreement between the Client and ROCKWOOL.

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

21.4 All disputes between ROCKWOOL and the Client will exclusively be submitted to the competent court in the District Court of Limburg, the Netherlands. Contrary to this provision, the Client is not bound, or has/has been excluded, if the Client’s place of residence is in or at the moment of dispute, or if the Client has no place of residence in the Netherlands.

21.5 On the moment of dispute, ROCKWOOL shall at all times be entitled to submit a dispute or claim to the competent court in the location of the beneficial property.