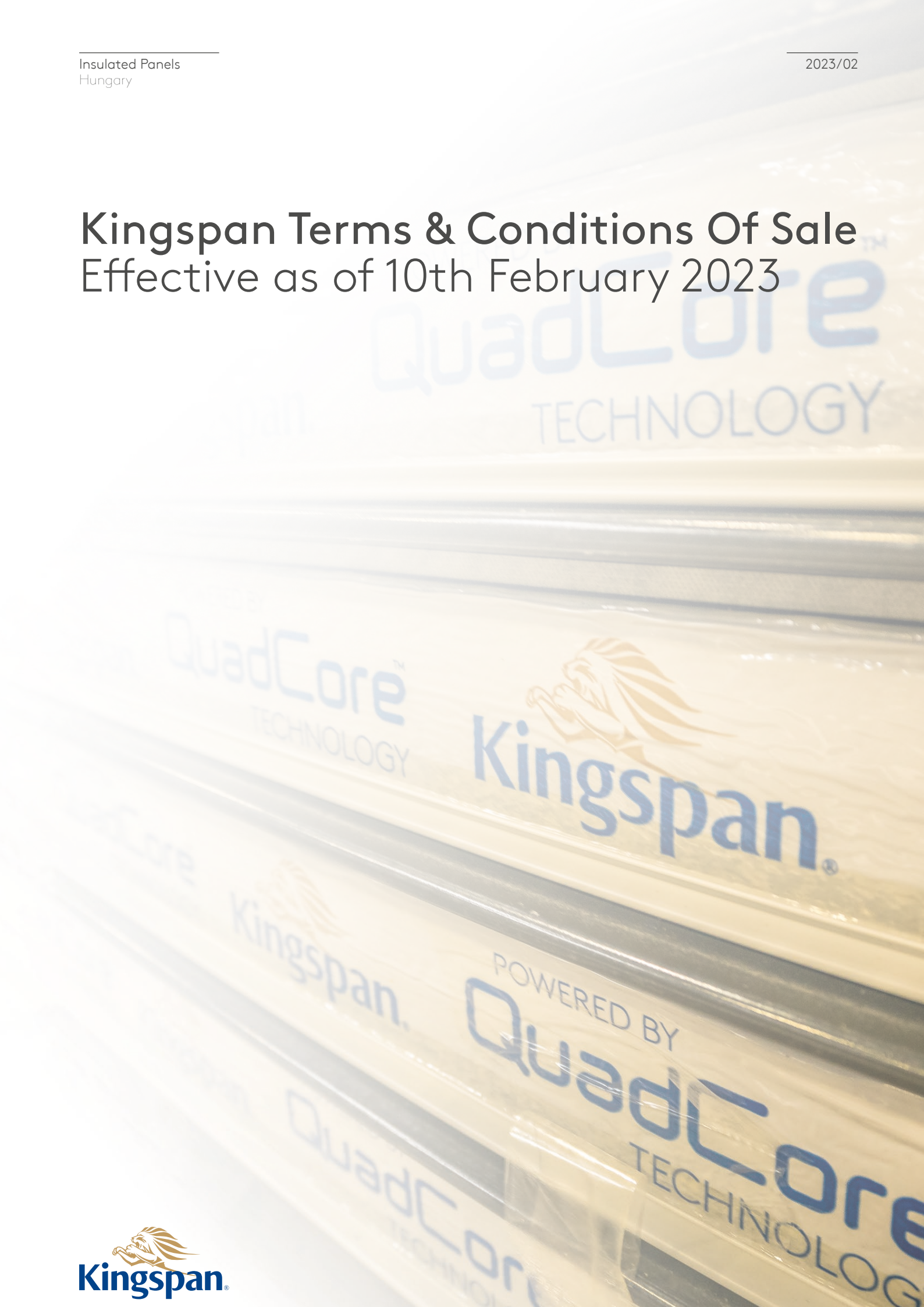
# Kingspan Terms & Conditions Of Sale
## Effective as of 10th February 2023




Kingspan

These Conditions are between the Buyer (as specified in the Kingspan Order Confirmation) and Kingspan (as defined in these Conditions).

## 1. Interpretation

1.1. In these Conditions including the Kingspan Order Confirmation or Individual Contract unless the context otherwise requires, the following words have the following meanings:

**"Kingspan"**
Kingspan Kereskedelmi Kft. (Registered in Hungary No. 13-09-103349, seat: 2367 Újhartyán, Horka dülő 1., Hungary).

**"Buyer"**
The person as specified in the Kingspan Order Confirmation or in the Individual Contract who agrees to purchase the Goods from Kingspan and to whom Kingspan agree to sell the Goods.

**"Conditions"**
The terms and conditions of sale of Kingspan set out in this document functioning as a frame agreement that sets out the terms according to which an Individual Contract or a Kingspan Order Confirmation can be concluded.

**"Contract"**
The contract for the purchase and sale of the Goods by the Buyer from Kingspan which consists of these Conditions and the Kingspan Order Confirmation or Individual Contract.

**"Delivery address"**
The address where the Goods are to be delivered by Kingspan (if Kingspan are to deliver) more specifically as detailed in the Kingspan Order Confirmation or in the Individual Contract, and if none is specified then the Buyer shall collect the Goods from Kingspan at a location nominated by Kingspan.

**"Delivery Constraint"**
Any and all limitations preventing free access of standard length articulated vehicles from the point of manufacture or storage of the Goods by Kingspan to the unloading location on the Delivery address more specifically as set out by the Buyer in the Kingspan Order Confirmation or in the Individual Contract.

**"Delivery Price"**
The cost of packaging and carriage of the Goods from the place of manufacture or storage by Kingspan to the Delivery address if Kingspan are to deliver the Goods to the Delivery address.

**"Delivery Date(s)"**
Any day (except Sunday and public holidays) of a specific week as specified in the Kingspan Order Confirmation or in the Individual Contract when Kingspan shall endeavour to deliver the Goods to the Delivery address.

**"Force Majeure"**
Any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of supplies or subcontractors.

**"Goods"**
Manufactured building and insulation products, building and insulation systems or ancillaries which Kingspan is to supply to the Buyer in accordance with these Conditions, and as more specifically set out in the Kingspan Order Confirmation or Individual Contract.

**"Goods Price"**
The price for the Goods "ex works" at the location that Kingspan shall manufacture or store the Goods.

**"Kingspan Order Confirmation" or "Individual Contract"**
Document issued and signed by Kingspan with (i) details of the Goods ordered, (ii) Buyer details, (iii) Total Price, (iv) Delivery Date, and (v) any other specific terms agreed between the Buyer and Kingspan which the Buyer must sign, date, acknowledge and return to Kingspan.

**"Total Price"**
The sum of the Goods Price and the Delivery Price (if any).

**"Writing"**
Includes letter, facsimile transmission and communication by email but only when in accordance with these Conditions.

1.2. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for reference only and shall not affect their interpretation.

## 2. Basis of the Sale

2.1. Kingspan shall sell and the Buyer shall purchase the Goods for the Total Price in accordance with the Contract. Upon signing the Individual Contract or Kingspan Order Form, the Conditions shall apply to Kingspan and Buyer automatically. The Conditions and the Individual Contract or the Kingspan Order Confirmation shall constitute the entire agreement between Kingspan and the Buyer. If there is any conflict between the Conditions and the Individual Contract or Kingspan Order Confirmation, the Individual Contract or Kingspan Order Confirmation shall prevail.

2.2. No purported variation to these Conditions or any subsequent variation shall be binding on Kingspan unless included in the Individual Contract or Kingspan Order Confirmation.

2.3. Kingspan's employees or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by Kingspan in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4. Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Kingspan shall be subject to correction without any liability on the part of Kingspan.

2.5. If the Buyer has not signed the Kingspan Order Confirmation or the Individual Contract then acceptance of the Goods (even if later rejected by the Buyer in accordance with these Conditions) shall constitute agreement by the Buyer to these Conditions and to the terms of the Contract.

2.6. Any advice or recommendations given by Kingspan or its employees or agents to the Buyer or its employees or agents as to storage, application, installation or use of the Goods, which is not confirmed in Writing by Kingspan, is followed or acted upon entirely at the Buyer's own risk, and accordingly Kingspan shall not be liable for any such advice or recommendation which is not so confirmed.

## 3. Orders & Specifications

3.1. No order submitted by the Buyer shall be deemed to be accepted by Kingspan and no contract shall come into effect between the Parties unless and until the Kingspan Order Confirmation or the Individual Contract has been signed by both Kingspan and the Buyer. Any offer made by Kingspan will be only for information purposes and shall not be binding on Kingspan.

3.2. The Buyer shall be responsible to Kingspan for ensuring the accuracy of the information submitted by the Buyer given in the Kingspan Order Confirmation or Individual Contract, and for giving Kingspan any further necessary information relating to the Goods within a sufficient time to enable Kingspan to perform the Contract in accordance with its terms.

3.3. The quantity, quality and description of the Goods shall be those set out in the Kingspan Order Confirmation or in the Individual Contract. It is Buyer's obligation to check the figures and description of, and other data related to, the Goods specified in the Kingspan Order Confirmation or Individual Contract before signature. If Buyer fails to do so, all costs of a new order shall be borne solely by Buyer.

3.4. If the Goods are to be manufactured or any process is to be applied to the Goods by Kingspan in accordance with a specification submitted by the Buyer, the Buyer shall indemnify Kingspan against all loss, damages, costs and expenses awarded against or incurred by Kingspan in connection with or paid or agreed to be paid by Kingspan in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from Kingspan's use of the Buyer's specification.

3.5. Kingspan reserve the right to make any changes in the Goods which are required to conform to any applicable safety or other statutory requirements or which do not materially affect their quality or performance.

3.6. The steel material of the Kingspan products is produced by leading steel manufacturers using the state of the art coating technology. Nevertheless, in the case of several different product types delivered under the same colour code in the same delivery contract, there may be a slight difference in shade between the different product types, between the sides of panels manufactured on both sides in the same colour, or in the case of reorders, between the colour of the basic order and the colour of the reorder (between order lines), unless the customer has specifically requested colour consistency in writing and Kingspan has expressly confirmed this in writing. RAL colour codes given are for guidance only, sheet colours are approximate RAL colours.

3.7. Where Kingspan manufactures a bespoke product or the Goods are not of a standard size produced by Kingspan then the Buyer shall pay the Total Price in advance unless otherwise agreed in the Individual Contract or Kingspan Order Form.

3.8. If Buyer fails to return the signed Individual Contract or Kingspan Order Form in due course, the Delivery Date will be extended by the time period of delay.

3.9. If Buyer cancels the Contract or the ordered Goods before Kingspan starts the manufacturing process, Buyer must pay 30% of the Total Price. If Buyer cancels the Contract or the ordered Goods after Kingspan has started the manufacturing process, Buyer must pay 80% of the Total Price.

**4. Price of the Goods**

4.1. The Buyer shall pay the Total Price of the Goods to Kingspan. Kingspan may quote a price for the Goods. All such prices quoted are only for information purposes and not binding until the Kingspan Order Confirmation or the Individual Contract has been signed by both Kingspan and the Buyer.

4.2. Kingspan reserve the right, by giving notice to the Buyer at any time before delivery, to increase the Total Price to reflect (i) any increase in the cost of raw material or delivery cost to Kingspan which is due to any factor beyond the control of Kingspan or (ii) any requirement of any new law or any decision of any authority. If an exchange rate specified in the Kingspan Order Confirmation or the Individual Contract changes by more than 2% between the date of the Contract and the issuance of the invoice, Kingpsan shall have the right to adjust the Total Price to reflect such change in the exchange rate.

4.3. If the cost of manufacture, storage or delivery of the Goods is increased as a result of the Buyer changing the Delivery Date, quantity or specification for the Goods or where there is any delay resulting from any change of instructions of the Buyer or a failure of the Buyer to give Kingspan adequate information or instructions (including any failure to advise Kingspan of any Delivery Constraint) or Buyer's failure of fulfilling any of its other obligations (e.g. providing bank guarantee) then Kingspan reserves the right to increase the Total Price to reflect such increase in cost and/or modify the Delivery Date and Kingspan will give notice to the Buyer at any time before delivery of the Goods of such increase in Total Price and/or change in the Delivery Date. If Buyer wishes to extend the Delivery Date of the Goods, Buyer must notify Kingpsan in Writing at least one week before manufacturing of the Goods starts.

4.4. The Total Price is exclusive of any applicable Value Added Tax, or other State or local taxes, which the Buyer shall be legally liable to pay to Kingspan, and the Buyer shall pay such taxes to Kingspan.

4.5. The cost of any pallets, containers or ancillaries shall be included in the Total Price. Buyer is not entitled to return pallets, containers or ancillaries to Kingspan, and Kingspan is entitled to refuse to accept them, if they are returned.

**5. Terms of Payment**

5.1. Kingspan shall be entitled to invoice the Buyer for the Total Price (or the Goods Price but only if Buyer collects the Goods from Kingspan) at any time after the delivery of the Goods. However, Kingspan is entitled to invoice advance payment, if it is so agreed in the Kingspan Order Confirmation or in the Individual Contract.

5.2. Within 30 days of the day of issuance of Kingspan's invoice, the Buyer shall pay the invoiced sum in the agreed currency by bank transfer to the bank account specified on the invoice. Each party shall bear its own costs incurred in connection with the bank transfer. The invoice shall be deemed to be paid on the day on which the amount of the Total Price is credited to Kingspan bank account. If Buyer transfers the Total Price in a currency other than the agreed currency, Buyer shall bear the cost of exchange charged by Kingspan's bank.

5.3. If the Buyer fails to pay the total of any sum invoiced by Kingspan on the due date stated on the invoice then Kingspan shall be entitled to:

5.3.1. terminate the Contract with immediate effect and/or suspend any further deliveries to the Buyer (unless the entire Total Price is paid in advance); or

5.3.2. appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other Contract between the Buyer and Kingspan) as Kingspan may think fit (notwithstanding any purported appropriation by the Buyer); or

5.3.3. charge the Buyer interest on the amount unpaid, at the rate specified in the Hungarian Civil Code, until payment in full is made with interest to be charged on a daily basis; or

5.3.4. make all other invoices issued to Buyer due and payable immediately.

5.4. Kingspan will not exercise their right to cancel the Contract under clause 5.3.1 without first notifying the Buyer that he has failed to make payment in full in accordance with these terms of payment and allowing the Buyer three working days from the date of the notification to make the payment in full. Kingspan may give this notification in Writing (e-mail sufficient).

5.5. If the Total Price must be paid partly or totally in advance and the Buyer makes payment late then the time for delivery of the Goods may be extended.

**6. Delivery**

6.1. Delivery of the Goods shall be made by Kingspan to the Delivery address, if Kingspan is to deliver. It is always Buyer's responsibility to unload the Goods. Deliveries will be made using articulated vehicles as the standard method of delivery, however, Kingspan may use other vehicle types at Kingspan's discretion. If the Buyer has a specific vehicle requirement or if there are any limitations on the size of vehicle used for delivery this must be specified by the Buyer as a Delivery Constraint in the Kingspan Order Confirmation or in the Individual Contract. Buyer shall ensure the appropriate road to the Delivery address, the appropriate loading area at the Delivery address, and entry permissions. During unloading Buyer shall comply with the following rules: (i) in case of Goods which are longer than 6 meters, Buyer must use a crane facilitated with hinge and belt; and (ii) an adequate spacer must be used so as not to damage in any way the highly sensitive edges of the panels.

6.2. Kingspan will endeavour to deliver the Goods on the Delivery Date(s) but the Goods may be delivered by Kingspan in advance of the Delivery Date(s) upon giving reasonable notice to the Buyer. Kingspan must comply with the agreed Delivery Date only if the ordered Goods fill up at least 75% of a vehicle. If the volume of the Goods is less, Kingspan shall have the right to deliver the Goods later together with other buyers' goods in order to reach the 75% usage rate. If Buyer insists on the original Delivery Date, Buyer must pay additional Delivery Price to be specified in the Kingspan Order Confirmation or in the Individual Contract.

6.3. Kingspan may elect to deliver the Goods in instalments and, where the Goods are to be delivered in instalments, failure by Kingspan to deliver any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4. If Kingspan fails to deliver the Goods until the Delivery Date for any reason other than (i) Force Majeure or (ii) any cause beyond Kingspan's reasonable control or (iii) any cause which was not foreseeable on the day of execution of the Contract or (iv) the Buyers fault, and Kingspan is accordingly liable to the Buyer, Kingspan's liability shall be limited to the following penalty for delay: 0.5% of the Total Price per calendar day, but in no case shall the amount of such penalty exceed 15% of the Total Price. The amount of the penalty shall be calculated from the first day following the last day of the Delivery Dates. If Kingspan fails to deliver some parts (but not all) of the Goods until the Delivery Date the penalty shall be calculated based on that portion of the Total Price which refers to the delayed part of the Goods.

6.5. If Kingspan fails to deliver the Goods (all the Goods or part of it) within 30 days following the Delivery Date, the Buyer is entitled to cancel the Contract.

6.6. If the Buyer fails to take delivery of the Goods or fails to give Kingspan adequate delivery instructions at the time stated for delivery then, Kingspan may:

6.1.1. within the first 30 days of such failure by Buyer, store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage, provided, however, that for the first week there shall be no charge, for the second week the weekly storage fee shall be 0,5% of the Total Price + VAT, and for the third and any further week the weekly storage fee shall be 1% of the Total Price + VAT); or

6.1.2. following the first 30-day period, cancel the Contract and request payment of 80% of the Total Price.

**7. Risk & Property**

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery at the Delivery address or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Kingspan has tendered delivery of the Goods.

7.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Kingspan has received full of the Total Price.

7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Kingspan's fiduciary agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Kingspan's property.

7.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) Kingspan shall be entitled at any time to require the Buyer to deliver up the Goods to Kingspan and Kingspan shall be entitled to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Kingspan.

7.6. The Buyer shall not be entitled to withhold payment of any amount payable under the Contract to Kingspan because of any disputed claim of the Buyer in respect of defective Goods or any other breach of the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to Kingspan any monies which are not then presently payable by Kingspan for which Kingspan disputes liability.

7.7. Buyer is not entitled to return the Goods to Kingspan unless it is agreed between Buyer and Kingspan in Writing.

**8. Warranties & Liability**

8.1. Subject to the conditions set out below Kingspan warrants that at the time of delivery the Goods will correspond with their specification and/or declaration of performance and will be free from defects in material and workmanship for a period of twelve (12) months from delivery. Kingspan warrants that the Goods comply with EN14509 standard.

8.2. The above warranty is given by Kingspan subject to the following conditions:

8.2.1. Kingspan shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or any failure by the Buyer to handle, store or install the Goods correctly or failure to comply with Kingspan's applicable guidelines issued from time to time. For the avoidance of doubt, Kingspan is a supplier of Goods and has no input into the design of any project which the Goods may be incorporated into;

8.2.2. Kingspan shall be under no liability for any defect in the Goods caused by improper unloading of the Goods;

8.2.3. Kingspan shall be under no liability for any defect of built-in Goods which defect should have been noticed by the Buyer upon delivery of the Goods, and consequently Kingspan shall be under no liability for the cost of uninstalling and remanufacturing the Goods and reinstalling the new Goods;

8.2.4. Kingspan shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Kingspan's instructions (whether oral or in writing), misuse, alteration or repair of the Goods without Kingspan's approval;

8.2.5. Kingspan shall be under no liability for colour degradation in any materials or components incorporated in the Goods or used in their manufacture;

8.2.6. Due to the manufacturing technology, surface unevenness and waviness may occur in the case of flat steel (FLAT profiled) panels. Kingspan shall not be liable for these defects and excludes any warranty claims or complaints arising from them;

8.2.7. Kingspan shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Total Price has not been paid by the due date for payment;

8.2.8. Kingspan shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Buyer (i) uses, stores or installs the Goods in a C3 category environment (in case of external uses) or C2 category environment (in case of internal uses) as specified in EN 10169 standard or (ii) uses cleaning agent which is not ph neutral;

8.2.9. If the Buyer makes any material alteration to any of the Goods without Kingspan's prior written approval then all warranties in the Goods shall immediately become void;

8.2.10. In the case of secret fix panels (AWP, AWP Flex, AT, RH, Evolution), if the Buyer uses any load distribution plate other than the Kingspan approved Z15 or Z43 load distribution plate type, Kingspan shall have no warranty in relation to such Goods (secret fix panels) and excludes all liability for defects in relation to such Goods.

8.3. The above warranty does not extend to parts, materials or equipment provided with the Goods but not manufactured by Kingspan in respect of which the Buyer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to Kingspan.

8.4. Subject as expressly provided in these Conditions, all warranties, representations, statements, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

8.5. Upon delivery of the Goods, the Buyer shall inspect the Goods and take photos of the defects (if any) before unloading and registering them in the transport document (CMR). The Buyer shall within 3 days of the arrival of each delivery of the Goods, notify Kingspan in writing of any defect by reason of which the Buyer alleges that the Goods delivered are not in accordance with the declaration of performance and/or specification and which should be apparent on reasonable inspection. Before the installation of the Goods, Buyer must inspect all sides of all Goods and notify Kingspan of any defect in Writing within 3 days of completion of such inspection. Buyer shall attach to the notification the photos of the defect, the data of the Goods, and the description of the defects. Following the notification, Buyer shall not build in, sell or otherwise use the Goods in question, until Kingspan inspects the defects. If Buyer fails to notify Kingspan within 3 days of the arrival of each delivery of the Goods or completion of the inspection of the Goods, Kingpsan shall not be liable any longer for any defects and shall be entitled to refuse any further complaint about the Goods.

8.6. If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

8.7. Notwithstanding any other provision of this Contract neither party shall be deemed to be in breach of this Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Contract, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If Force Majeure lasts more than 60 days, both Parties shall be entitled to cancel the Contract.

8.8. If at any time Kingspan claims Force Majeure in respect of its obligations under this Contract with regard to the supply of the Goods, Kingspan shall be entitled to obtain from any other person such quantity of the Goods as Kingspan is unable to supply and Kingspan shall be entitled to supply those goods to the Buyer and the Buyer shall not be entitled to reject those goods on the basis that they have not been manufactured by Kingspan.

8.9. As a condition precedent to any claim by the Buyer which is based on any hidden defect in the quality or condition of the Goods or their failure to correspond with the declaration of performance or specification the Buyer shall notify Kingspan within 7 days after discovery of the defect or failure and within the warranty period. If the Buyer does not notify Kingspan accordingly, the Buyer shall not be entitled to reject the Goods and Kingspan shall have no liability for any such defect or failure, and the Buyer shall be bound to pay the Total Price as if the Goods have been in accordance with the Contract and the declaration of performance or any specification.

8.10. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet the declaration of performance or specification is notified to Kingspan in accordance with these Conditions, Kingspan shall be entitled to repair or replace (which Kingspan deems reasonable at its sole discretion) the Goods (or the part in question) or at Kingspan's sole discretion, decrease the Total Price or refund to the Buyer the Total Price where all of the Goods are defective (or a proportionate part of the Total Price where not all the Goods are defective) but Kingspan shall have no further liability to the Buyer. If Kingspan replaces the Goods, the additional time required for the new delivery shall not be deemed late delivery.

8.11. Except in respect of death or personal injury caused by Kingspan's negligence or damages caused by Kingspan's gross negligence Kingspan shall not be liable to the Buyer for any indirect, special, incidental, economic or consequential loss or damage including, without limitation, loss or damage incurred as a result of loss of time, loss of savings, loss of data, loss of goodwill, loss of business or loss of profits which arise out of or in connection with the supply of the Goods or their use or sale by the Buyer, except as expressly provided in these Conditions and Kingspan's entire liability for any claim, , for any loss or damage whatsoever, arising out of or in connection with the Contract or otherwise shall not in any event exceed the Total Price of the Goods in respect of any event or series of connected events.

8.12. Kingspan shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform, any of Kingspan's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Kingspan's reasonable control.

8.13. The Goods are protected with plastic foil which Buyer must remove immediately following the handover of the Goods but in no case later than within 60 days of the completion of the manufacture of the Goods. If Buyer fails to do so, the foil might stick to the panel and, as a result, it will not be possible to remove it. Regarding the removal of the foil, the terms and conditions regarding the storage and material handling shall apply that are available either on the package of the Goods or on the website of Kingspan or at the customer service office. For some products, the foil cannot be removed in one piece, but in strips or only in sections. Kingspan shall not be liable for any additional costs incurred by the Buyer in this respect.

## 9. Indemnity

9.1. If any claim is made against the Buyer that the Goods infringe or that their use or sale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, Kingspan shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim against the Buyer provided that:

9.1.1. as a condition precedent to the operation of this indemnity the Buyer notifies Kingspan of the claim (or threatened claim) within five working days of the Buyer becoming aware;

9.1.2. Kingspan is given full control of any proceedings or negotiations in connection with any such claim;

9.1.3. the Buyer shall give Kingspan all reasonable assistance for the purposes of any such proceedings or negotiations and shall comply with Kingspan's requirements and instructions; and

9.1.4. Kingspan shall be entitled to the benefit of, and the Buyer shall accordingly account to Kingspan for, all damages and costs (if any) awarded in favour of the Buyer.

## 10. Insolvency of Buyer

10.1. This clause applies if:

10.1.1. the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or (being a company) goes into liquidation; or

10.1.2. the Buyer ceases or threatens to cease, to carry on business or Buyer has significant financial problems; or

10.1.3. Kingspan reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2. If the above clause applies then Kingspan shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer or request a payment guarantee (e.g. bank guarantee, deposit), and if the Goods have been delivered but not paid for the Total Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10.3. If any of the above mentioned events occur as outlined in clauses 10.1.1 –10.1.3, then the Buyer shall inform Kingspan within 5 business days of such an event occurring.

## 11. Export Terms

11.1. In these Conditions "Incoterms" means the International Rules for the Interpretation of Trade Terms of The International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given in particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail.

11.2. Where the Goods are supplied for export from Hungary the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and Kingspan) apply.

11.3. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and the exportation from the country of manufacture and for the payment of any duties thereon.

11.4. The Buyer shall be entitled to attend the testing and inspection of the Goods by Kingspan at Kingspan's premises before transportation. Kingspan shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection or which are made after shipment.

## 12. General

12.1. Kingspan is a member of the group of companies whose holding company is Kingspan Group Plc, having its registered office at Dublin Road, Kingscourt, Co. Cavan, Ireland and accordingly Kingspan may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Kingspan.

12.2. Any notice required to be given to any of the Parties under these Conditions shall be in Writing addressed to the other Party at its registered office or principal place of business.

12.3. No waiver by Kingspan of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4. If any provision of these Conditions is held by any competent authority or court 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 not be affected thereby.

12.5. The Contract shall be governed by the laws of Hungary. All disputes arising under this Contract shall be decided exclusively by the courts of Hungary having jurisdiction.

12.6. This Contract supersedes all prior communication, order, e-mail and document between the Buyer and Kingspan related to this Contract.

**13. Compliance with anti-bribery & corruption laws**

13.1. The Buyer shall and shall procure that persons associated with it or other persons who are involved in any way with this Contract shall:

13.1.1. comply with all applicable laws, statutes and regulations including but not limited to anti-bribery and anti-corruption legislation.

13.1.2. promptly report to Kingspan any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of this Contract; and

13.1.3. immediately notify Kingspan in writing if a public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the Buyer (and the Buyer warrants that it has no public officials as officers, employees or direct or indirect owners at the date of this Contract).

13.2. For the avoidance of doubt, a breach of any of the terms of this Clause shall be a material breach in terms of the Contract.

13.3. The Buyer shall indemnify Kingspan against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Kingspan as a result of any breach of this Clause by the Buyer or any persons associated with it in connection with the performance of this Contract.

13.4. Any breach of this Clause by the Buyer or by anyone employed by the Buyer or acting on behalf of the Buyer or the commission of any offence by the Buyer or by anyone employed by the Buyer or acting on the Buyer's behalf in relation to this Contract or any other contract with Kingspan, shall entitle Kingspan to terminate the Contract and recover from the Buyer the amount of any loss resulting from such termination.

## Contact Details

Kingspan Kereskedelmi Kft. Újhartyán site

Central contact information

Horka dűlő 1.

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The information provided in this document is accurate as of its date of publication and represents our commitment to quality and transparency.

However, Kingspan Insulated Panels reserve the right to modify product specifications without prior notice to reflect advancements or improvements.

Users are responsible for verifying the product's suitability for their particular needs and for ensuring compliance with all applicable laws and regulations.

We reserve the right to update this document, and any other informational materials, at our discretion and without notice.

Issue: 2023/02

Design revision: 2026/03

For the latest information, please visit: https://insulatedpanels.kingspan.com/hu/hu/aszf

For the most up to date and comprehensive details, always refer to the latest version of this document by scanning the QR code below.