

KINGSPAN
GENERAL CONDITIONS OF SALE
FOR ENTREPRENEURS

Version in force from the 01.11.2023

These General Conditions of Sale (hereinafter referred to as the "GCS") regulate the principles concerning sale of goods and services of Kingspan, SIA (Kingspan Latvia), as well as the delivery of their goods. They constitute an integral part of contracts, offers and order confirmations, and are binding on both parties, unless they clearly decide otherwise, by agreement in writing. The Purchaser's standard contract terms shall not be applied to transactions concluded with Kingspan, SIA (Kingspan Latvia), unless a written agreement between the parties provides otherwise.

The GCS in written form are available to purchasers in Kingspan's registered seat, and in electronic version on the following website: <https://www.kingspan.com/lv/lv/>. If the Purchaser remains in permanent business relationship with Kingspan, their acceptance of the GCS on conclusion of one sales contract shall be regarded as the acceptance thereof for subsequent sales contracts concluded between them and Kingspan, unless the Parties have decided otherwise.

§ 1.
Defined Terms

1. In these GCS, as well as in order confirmations, the terms listed below shall have the following meaning:
 - **"Kingspan"**: Kingspan SIA, Riga, KRONVALDA BULV 3-1, LV-10-10 Riga, Register No. 40003979577, Tax number LV40003979577;
 - **"Purchaser"**: a person defined in an order confirmation, who has placed an order for purchase or delivery of the Goods;
 - **"Force Majeure"**: any event beyond reasonable control of the Parties, which could not have been prevented due to its character, or was foreseeable but unavoidable, including strikes, lockouts and other industrial disputes (concerning one's own workforce or third persons), failures of energy sources, malfunctions of transport networks, chance events, wars, terrorism, riots, unrest, interference of civil and military authorities, domestic and international disasters, armed conflicts, malicious damage, breakdowns of machinery or equipment, radioactive, chemical or biological contamination, sonic booms, explosions, the collapse of building structures, fires, floods, hurricanes, earthquakes, losses at sea, epidemics or similar occurrences, natural disasters or extremely unfavourable weather conditions; By placing an order, Purchaser agrees to the above given definition of force majeure;
 - **"Goods"**: construction and insulation products, construction and insulation systems or auxiliaries which Kingspan is obliged to deliver to the Purchaser, defined in detail in an order confirmation.

§ 2.

Sale of Goods / Delivery of Goods

1. Pursuant to the sales contract, Kingspan hereby undertakes the obligation to transfer the ownership of the Goods onto the Purchaser and release the Goods to the Purchaser, while the Purchaser shall be obliged to collect the Goods and pay the agreed price to Kingspan.
2. Pursuant to the delivery agreement, Kingspan hereby undertakes the obligation to manufacture the Goods and deliver them to the Purchaser, unless the Purchaser collects the Goods on their own, while the Purchaser shall be obliged to collect the Goods and pay the agreed price to Kingspan.
3. The sales contract concerns the Goods manufactured by Kingspan and stored in a warehouse or in another place, while the delivery agreement concerns the Goods which shall be manufactured by Kingspan to the Purchaser's individual order.
4. The sales price shall include the price of the Goods and the costs of Transport to the place within the territory of the Republic of Poland, indicated by the Purchaser, unless the Parties have agreed that the costs of Transport shall be borne by the Purchaser, or that the Goods shall be collected at Kingspan's registered seat at the Purchaser's expense.
5. The sales price defined by Kingspan in their offer is an estimated price, calculated based on unit prices of the Goods, in force on the day when the offer is submitted. The final sales price shall be established based on the volume of the Goods delivered to the Purchaser, taking into consideration the prices in force on the day of the delivery of the Goods.
6. The unit prices defined in the offer/order confirmation apply to the Goods manufactured and delivered on time and on conditions specified therein. Following the expiry of that period of time, Kingspan shall be entitled to change prices of the Goods which have not yet been manufactured, based on the signed order confirmation. In such a situation, Kingspan shall submit the updated price list to the Purchaser, who shall confirm their acceptance thereof within 3 working days. If the updated price list is not approved within the above-mentioned time, Kingspan shall be entitled to withdraw from the contract for default in performance attributable to the Purchaser, within 120 days
7. The final order specification, confirmed by the Purchaser in the order confirmation may be changed by maximum 5%, yet by not more than 150 m² of materials. Should the difference exceed the above-mentioned values, Kingspan shall be entitled to charge the costs of ordered materials to the Purchaser.
 - a. In case the order is reduced by more than 5% and by more than 150 m², Kingspan shall be entitled to charge to the Purchaser the costs of ordered materials equivalent to the value of sheets corresponding to order reduction exceeding the above-mentioned limits (5%, yet not more than 150 m²).
 - b. In case the order is increased by more than 5% or by more than 150 m², Kingspan shall be entitled to charge to the Purchaser the costs equivalent to the whole difference in the price of products, as well

as the additional costs of production and logistics. Furthermore, in such a situation Kingspan shall not guarantee that the shade of the additional Goods is identical or that the deadlines are met.

8. The sales contract or the agreement on the delivery of Goods shall be concluded when the Purchaser signs the order confirmation and returns it to Kingspan.
9. The order confirmation is the document issued by Kingspan, containing detailed data concerning, in particular:
 - a. the Goods ordered by the Purchaser;
 - b. the Purchaser;
 - c. the estimated deadline for delivery of the Goods;
 - d. the address to which the Goods are to be delivered by Kingspan, indicated by the Purchaser (in case Kingspan delivers the Goods); if there is no address provided in the order confirmation, the Purchaser shall be obliged to collect the Goods at the place indicated by Kingspan;
 - e. specific conditions, if they have been agreed upon by the Parties.
10. Kingspan may require that the Purchaser makes an advance payment or pays a deposit, provided that, if the Purchaser is an entrepreneur:
 - a. in case the Purchaser withdraws from the sales contract or the delivery agreement due to the failure of performance thereof on the part of Kingspan, Kingspan shall return to the Purchaser the deposit in the amount paid by them;
 - b. in case Kingspan withdraws from the sales contract or the delivery agreement due to the failure of performance thereof on the part of the Purchaser, Kingspan shall be entitled to retain the deposit in the amount paid by the Purchaser.
11. The deposit or the advance payment shall be paid/made in the amount indicated by Kingspan in the order confirmation or in the proforma invoice, by the deadline established by Kingspan therein. Making the advance payment or paying the deposit shall constitute the condition for including the Goods ordered by the Purchaser in the production plan, ordering materials necessary for execution of the order, or commencing delivery of the Goods to the Purchaser. Should the Purchaser fail to make an advance payment or pay the deposit by the established deadline or in the amount indicated by Kingspan, Kingspan shall be entitled to withdraw from the sales contract or the delivery agreement without making a prior demand for payment, for default attributable to the Purchaser, within 120 days starting from the expiry of the payment deadline, without any financial consequences. Trade limit granted to the Purchaser shall not release them from the obligation to make the advance payment or pay the deposit for the benefit of Kingspan, unless Kingspan releases the Purchaser from this obligation by way of a separate agreement, in particular included in the acknowledgment of the order.

12. The Purchaser shall be responsible for ensuring that the information provided by them in the order confirmation is precise, and that any further necessary information concerning the Goods is provided to Kingspan within the time enabling the latter to perform the sales contract or the delivery agreement in compliance with the terms thereof.
13. Neither the employees nor the agents of Kingspan shall be entitled to make statements or provide guarantees concerning the Goods, unless such statements or guarantees are confirmed in writing by Kingspan. Furthermore, any recommendations or advice given to the Purchaser by Kingspan's employees or agents, concerning storage, installation or usage of the Goods shall not be binding, unless they are confirmed by Kingspan in writing; following such recommendations or advice without clear confirmation thereof in writing by Kingspan, shall be at the sole risk of the Purchaser.

§ 3.

Conditions of Payment

1. Payment for the delivered Goods shall be made by way of prepayment in the amount of 100% of the price, unless other conditions have been established in a separate agreement, in particular in the contents of the contract or order acknowledgment.
2. The date of crediting Kingspan's bank account shall be regarded as the date of payment.
3. In case the Purchaser fails to pay Kingspan the full price by the deadline indicated in the invoice, Kingspan shall be entitled, at their discretion:
 - a. to withdraw from the sales contract or the delivery agreement;
 - b. to suspend further deliveries to the Purchaser, or
 - c. to credit any payment made by the Purchaser for such Goods (or the Goods delivered pursuant to any other contract concluded between the Purchaser and Kingspan) as they see fit, Only Kingspan is entitled to credit the payment towards a specific obligation shall be applied .
4. Kingspan shall not exercise their right to withdraw from the sales contract or from the delivery agreement based on the provisions of § 3, p. 3 above without previously notifying the Purchaser of their failure to make a full payment, and giving the Purchaser minimum three additional days for making this payment. Kingspan may give such notice in writing or by electronic mail. If the additional 3-day deadline expires ineffectively, Kingspan may exercise their right to withdraw from the sales contract or from the delivery agreement, within 120 days starting from the expiry of that additional payment deadline. Should the Purchaser pay the deposit or make the advance payment towards the price of the Goods which Kingspan is to manufacture after the deadline indicated by Kingspan in the order confirmation or in the proforma invoice, it may result in changing the delivery deadline by Kingspan, as it may be impossible to include the Purchaser's order in the current production plan; in such a situation Kingspan shall inform the Purchaser thereof, indicating the updated production time and delivery deadline.

5. In case Kingspan grants to the Purchaser a credit limit up to a defined amount (a trade limit), and the Purchaser fails to supplement this limit after exceeding it, within the time indicated by Kingspan, Kingspan shall be entitled to suspend the production or delivery of any Goods to whose production or delivery they are obliged under any contract concluded with the Purchaser, until the Purchaser makes the outstanding payment or supplements the credit limit granted to them.
6. The trade limit may consist in:
 - a. granting to the Purchaser a credit limit up to a certain amount, pursuant to which the Purchaser is entitled to place an order for the Goods without an obligation to make a full payment on the day when the sales contract or the delivery agreement is concluded, or on the day when Kingspan commences production of the Goods;
 - b. granting to the Purchaser a credit limit up to a certain amount, pursuant to which the Purchaser is entitled to place an order for the Goods and to collect the Goods prior to making a full payment.
7. The Purchaser shall not be entitled to perform set-offs with regard to any amounts due to Kingspan.
8. The Purchaser shall be obliged to make the payment for the Goods within a specified time, also in the situation where they submit a complaint concerning the Goods, or where there is a delay in collection of the Goods, for reasons attributable to the Purchaser.
9. Parties hereby agree that invoices are issued in electronic form and sent to an e-mail address in the PDF format. This acceptance is given for an indefinite period of time and shall be binding from the day when the first sales contract is concluded based on the submitted offer. The e-mail address which the Purchaser uses in their correspondence with the Seller shall be regarded as the address to which electronic invoices should be sent, unless a different e-mail address has been indicated by the Purchaser in the order confirmation as the appropriate address for delivering electronic invoices. Lack of knowledge with regard to the e-mail address shall result in sending The invoice via paper format to the legal address of the Purchaser as it is stated in the Latvian Enterprise Register. The Purchaser may revoke their acceptance in writing, and it shall become effective on the last day of the month when such revocation is received by Kingspan.

§ 4.

Transport of Goods

1. Kingspan shall deliver the Goods to the delivery address indicated by the Purchaser and confirmed by Kingspan in the order confirmation. The deliveries shall be executed with the use of articulated vehicles, which is the standard form of delivery. However, Kingspan may use other kinds of vehicles, at its discretion. In case the Purchaser has specific requirements as to the vehicles or in the situation where, at the place of delivery, there are any limits concerning the size of vehicles used for deliveries (for example the length, height or weight of vehicles), the Purchaser shall inform Kingspan thereof prior to the conclusion of the sales contract or the delivery agreement. If the Purchaser fails to make any comments with regard to specific terms of delivery, Kingspan shall understand that there are no limits concerning the delivery of the Goods

to the place indicated by the Purchaser. The Purchaser shall be responsible for ensuring the possibility of access to the place of unloading.

2. Kingspan shall deliver the ordered Goods packed in accordance with their standards of packaging, defined in product fiches available on the following Kingspan's website: <https://www.kingspan.com/lv/lv/produkti/sendvicpaneli/>. Should the Purchaser have any special requests with regard to the way in which the ordered Goods are to be packed, an additional price for non-standard way of packaging, calculated individually, shall be added to the order price.
3. If it is possible for Kingspan to take into consideration the specific delivery conditions indicated by the Purchaser and mentioned above in § 4, pp. 1 and 2, Kingspan shall confirm these specific delivery conditions in the order confirmation. In case it is impossible to confirm such conditions, Kingspan shall inform the Purchaser thereof, in order to obtain the information whether the Purchaser still intends to conclude the sales contract or the delivery agreement with Kingspan in spite of the fact that it is not possible for Kingspan to take into consideration the above-mentioned specific delivery conditions. The Purchaser shall agree the delivery conditions with Kingspan within 7 days of receiving from the latter the information concerning lack of possibility to take into consideration the specific conditions for delivery of the Goods to the place where the Goods are to be collected by the Purchaser. If the above-mentioned 7-day period of time expires ineffectively, it shall be understood that the Purchaser no longer intends to conclude the sales contract or the delivery agreement with Kingspan.
4. Due to the fact that the Goods are manufactured in the system of production campaigns (i. e. it is necessary to plan the production taking into consideration the kinds of ordered materials), the time of order execution, which helps to establish the date of execution, defined by Kingspan in their offers, shall be regarded only as estimated time.
5. Kingspan may decide that the Goods shall be delivered in consignments; should this be the case, failure, on the part of Kingspan, to deliver one or more consignments shall not entitle the Purchaser to regard the sales contract or the delivery agreement as non-performed in its entirety.
6. Should Kingspan fail to deliver the Goods for any reason apart from Force Majeure, for any other reason beyond Kingspan's reasonable control or due to the Purchaser's fault, Kingspan's liability shall be limited to the difference between the original sales or delivery price and the prices paid (in the cheapest market) for goods with similar specification to the Goods, purchased to replace the Goods not delivered by Kingspan.
7. In case the Purchaser fails to collect the Goods or to deliver to Kingspan, within the established time, suitable instructions concerning the delivery, Kingspan shall be entitled to:
 - a. store the Goods until the delivery and charge the Purchaser justified costs of storage (together with insurance), or

- b. charge the Purchaser liquidated damages for delay in collection of the Goods, in the amount of 0.2% of the net price for the Goods, indicated in the confirmation of the order, which have not been collected on time, for each day of the delay, or
- c. sell the Goods at the best easily available price and (following the deduction of any justified expenses connected with storage, insurance and sale thereof) charge the Purchaser the resulting difference, in order to supplement the amount due up to the price indicated in the order confirmation,
- d. in the case of non-standard Goods manufactured by Kingspan to the Purchaser's individual guidelines or recommendations, Kingspan shall be entitled (apart from their rights described in pp. a) – c) above) to claim reimbursement of all the expenses incurred in connection with manufacturing non-standard Goods which have not been collected by the Purchaser.

§ 5. Collection of Goods

1. The Purchaser shall be obliged to perform careful quantitative and qualitative check of the Goods delivered under this Contract, at the time of the delivery thereof. Signing the collection receipt by the Purchaser shall confirm the quantitative and qualitative compliance of the Goods with the order.
2. In case there are clearly visible defects in the entire package, transport damage of the Goods or any lack in the quantity thereof, the Purchaser shall be obliged to report such defects in the delivery slip. Furthermore, the Purchaser shall be obliged to prepare, without delay, photographic documentation of such visible defects, ensuring that the packaging label is visible in the photographs, and submit this documentation to Kingspan by way of electronic mail. In such case the Purchaser is not entitled to use such Goods in construction, unless they obtain a suitable permit from Kingspan. Failing this, the Purchaser shall bear the costs of disassembly of the Goods, which have been used in construction in breach of this provision.
3. The Purchaser shall bear the risk connected with loss, destruction or damage of the Goods starting from the moment when unloading at the place of delivery is commenced or when the Goods are collected from Kingspan's production plant.
4. Any complaints concerning quality and quantity of the Goods, or the defects therein found on delivery, other than those described above in p. 2, shall be reported by the Purchaser in writing or by way of electronic mail within maximum 14 working days of the delivery date or of the day when the defects are detected.

§ 6. Retention of Title

1. Kingspan hereby retains the title to the sold Goods, in accordance with the provisions of Article 2034 of Civil law of the Republic of Latvia, with the result that the Purchaser shall become the owner of the Goods when the Goods in question are paid for in full, in compliance with the deadlines stipulated by Kingspan.

2. Should the Purchaser fail to make the payment on time, Kingspan shall be entitled to request that the Goods which have not been paid for on time are returned to Kingspan, or demand compensation in the situation where the value of the Goods has decreased in relation to that defined as the price thereof in the sales invoice, which includes the case when the Goods are used or damaged.
3. In case the Goods manufactured to the Purchaser's individual order are returned, even if it happens by mutual agreement of the Parties and the Goods are undamaged, Kingspan may charge the Purchaser a fee for return of the Goods, in the amount of 70% of the value of the Goods which have been returned.
4. When bankruptcy proceedings or settlement proceedings are initiated against the Purchaser, they shall be obliged to mark the Goods in a way indicating the existence of retention of title on the part of Kingspan. In case the Goods constituting Kingspan's property are seized in the course of enforcement proceedings concerning the Purchaser's assets, the Purchaser shall be obliged to inform Kingspan thereof without delay, and cooperate with Kingspan in exercising the latter's rights against the entity which has seized the Goods, using all available measures.
5. At Kingspan's request, the Purchaser shall be obliged to provide, without delay, any information concerning the place where the Goods subject to the retention of title are stored. Kingspan shall be entitled to monitor the Goods at the place of their storage, and to redeem the Goods in case their ownership title is threatened by third parties' actions.
6. The Purchaser shall bear the risk of incidental loss or damage of the Goods between their release and transfer of ownership rights onto the Purchaser. Kingspan may demand that the Purchaser concludes, for the benefit of Kingspan, an agreement insuring the Goods against their incidental loss or damage, for the above-mentioned period of time, and for the amount corresponding to full value of the Goods, or that they transfer onto Kingspan all the rights ensuing from the insurance agreement concluded for the Purchaser's benefit, as well as any claims against third parties responsible for destroying or damaging the Goods. In such case the Purchaser shall be obliged to send to Kingspan a copy of the insurance policy immediately after receiving it. They shall also be obliged to inform the insurance company about disposition of claims under the insurance agreement for the benefit of Kingspan.

§ 7.

Warranty and liability

1. Kingspan hereby guarantees that at the time of their delivery the Goods shall comply with their specification and be free of any material or workmanship defects.
2. Kingspan provides the above-mentioned guarantee on conditions defined in detail in the warranty card which can be found on Kingspan's website under the following address: <https://www.kingspan.com/lv/lv/produkti/sendvicpaneli/>
3. The Parties hereby exclude the warranty for physical defects.

4. If the Purchaser is an entrepreneur, they shall have the rights concerning qualitative defects, the condition of the Goods or their incompatibility with the Purchaser's specification on condition that Kingspan is informed of the above within 14 days of detecting the defect or incompatibility. Should the Purchaser fail to inform Kingspan thereof within the specified time, the Purchaser shall forfeit their right to reject the Goods, while Kingspan shall not be held liable for such defects or incompatibility, and the Purchaser shall be obliged to pay full price for the Goods.
5. In case of claims concerning the Goods and based on their quality, condition or their incompatibility with specification, submitted to Kingspan in accordance with the conditions stipulated herein, Kingspan shall be entitled to repair or exchange the Goods (or their parts) or, at Kingspan's sole discretion, to return the full price to the Purchaser in the situation where all the Goods are defective (or a proportional part of the price in the situation where only some of the Goods are defective).
6. If Kingspan, under the guarantee, takes into consideration the Purchaser's claim for defects, Kingspan reserves the right to manufacture Goods free of defects from the sheets currently used in production of the claimed Goods. In connection with the above, the newly-manufactured Goods may have a slightly different shade than the previously manufactured Goods, which shall not constitute the basis for refusal to collect the Goods or for filing a damage claim by the Purchaser.
7. The Seller shall not guarantee that an identical shade of the Goods is maintained, in the following situations:
 - a. Production of various cores of IPN and MMF panels;
 - b. Various panel modules;
 - c. Deliveries from various Kingspan production plants;
 - d. Production of the same type of panels on various production lines;
 - e. Production of various coatings;
 - f. Production at different times;
 - g. In any situation where the necessity to maintain identical shades has not been indicated in the offer and in the order confirmation.

§ 8.

Withdrawal from Contract

1. Kingspan has a contractual right to withdraw from the contract in the situations defined in these GCS, as well as in the situation where the Purchaser fails to approve the cutting list by the established deadline. The above does not exclude the possibility to withdraw from the contract pursuant to generally binding provisions.
2. If Kingspan delays the start of manufacturing the delivery item or its individual parts to such an extent that it is unlikely that Kingspan will be able to deliver them at the agreed time, the Purchaser does not have a

right to unilateral termination of the agreement. In case Kingspan withdraws from the sales contract or from the delivery agreement based on these GCS or pursuant to the provisions of law due to the Purchaser's fault, or in the situation where the Purchaser's withdraws from the contract for reasons beyond Kingspan's control, Kingspan shall be entitled to charge the Purchaser liquidated damages in the amount of 10% of the net value of the goods and services constituting the subject of the contract/agreement from which either of the Parties has withdrawn. In case the value Kingspan's loss exceeds the amount of liquidated damages, Kingspan shall be entitled to claim compensation in the amount higher than of the liquidated damages.

3. Apart from the obligation to pay liquidated damages, the Purchaser shall be obliged to cover all the costs incurred by Kingspan during the performance of the contract.

§ 9. Specific Provisions

1. In these GCS "Incoterms" denote international principles for interpretation of trade conditions of the International Chamber of Commerce (ICC), in force on the day when the sales contract or the delivery agreement is concluded. Unless the context otherwise requires, the term or expression defined or used in the Incoterms shall have the same meaning as in these GCS. In case of any discrepancy between the Incoterms provisions and the GCS, the latter shall prevail.
2. The Incoterms shall be applied every time the Goods ordered by the Purchaser are delivered outside the territory of the Republic of Poland.
3. In the case of FCA (Free Carrier) Incoterms, the Purchaser shall be responsible for ensuring suitable means of transport, adapted to transport of the Goods, Should the Purchaser provide unsuitable means of transport, Kingspan may refuse to release the Goods to the Purchaser until suitable means of transport is provided by the Purchaser, or release the Goods to the Purchaser at the Purchaser's sole risk.
4. The Purchaser shall be responsible for following the regulations concerning import of the Goods to the country of destination and their export from the country of manufacture, as well as for settling any payments connected therewith.
5. The Purchaser shall have the right to participate in testing and inspecting the Goods by Kingspan prior to the transport thereof, at the place indicated by Kingspan. Kingspan shall not be liable for defects in the Goods which were visible during the inspection, which occurred after shipping or are connected with damage of the Goods in transport.
6. Apart from clear arrangements made by Kingspan in writing, payment of the amounts due to Kingspan shall be made by an irrevocable letter of credit, by the Purchaser for the benefit of Kingspan, and confirmed by the bank with a registered seat in the territory of the Republic of Poland, which has been approved by Kingspan.

§ 10.

Final Provisions

1. Kingspan hereby reserves the right to make changes in specification of the Goods, which are introduced to meet appropriate requirements concerning safety or other statutory requirements, and which do not materially affect the quality or functioning of the Goods.
2. Any changes to these GCS shall require written form, under pain of nullity.
3. Kingspan is a member of a group of companies belonging to the holding company operating under the name Kingspan Group PLC, with its registered seat in Ireland, Dublin Road, Kingscourt, Co. Cavan. Kingspan may also perform its obligations or exercise its rights under the sales contract or the delivery agreement through any other member of its group. In such a situation, any action or omission on the part of a member of the above-mentioned group shall be regarded as action or omission on the part of Kingspan.
4. Any notifications which are to be delivered to the Purchaser in connection with these GCS shall be made in writing and addressed to the Purchaser's legal address, the main place of their business activity, if Purchaser has agreed to receive communication there, or to the last e-mail address provided.
5. Any notifications for Kingspan shall be made in writing and addressed to UAB Kingspan (Kingspan Lithuania), st. Neris krantinė 16, LT 48-402 Kaunas, Lithuania, to any other address given to the Purchaser in writing or to the last e-mail address provided to the Purchaser.
6. In case any provisions of these GCS are deemed invalid, ineffective or unenforceable, in their entirety or in part, it shall not in any way affect the validity of the remaining provisions hereof or on the remaining part of the provision called into question.
7. The common court of law with jurisdiction over the registered seat of Kingspan shall be the competent court for resolving disputes between the Parties.
8. The GCS, the sales contract and the delivery agreement shall be governed by the provisions of Latvian law. Generally binding provisions of Latvian law, in particular those of the Civil law, shall be applied to any issues not regulated herein, in the sales contract or in the delivery agreement.
9. The Purchaser hereby undertakes the obligation to ensure that any persons connected with them, or any other persons involved in any way in the performance of the sales contract or the delivery agreement observe Kingspan's anti-corruption provisions currently in force, together with all the updates thereof, which are available on the website <https://www.kingspan.com/lv/lv/produkti/sendvicpaneli/>.
10. Kingspan's anti-corruption policy, constituting an integral part of these GCS is available at the following address: <https://www.kingspan.com/content/dam/kingspan/kip-ceer/documents/latvia/kingspan-anti-bribery-policy-lv.pdf>.
11. The principles for personal data protection, constituting an integral part of these GCS are available at the following address: <https://www.kingspan.com/content/dam/kingspan/kip-ceer/documents/latvia/kingspan-latvia-privacy-statements-en.pdf>.