

## WAVIN GENERAL CONDITIONS OF SALE - 2017

Welcome to Wavin Ireland Limited. This web site is owned and operated by Wavin B.V., a company registered in The Netherlands with registered number 05014273 whose registered office is at Zwolle, The Netherlands.

Visitors to this web site are bound by the following terms and conditions so please read these carefully before going on. For the purposes of these terms and conditions, "this web site" means the Wavin Ireland Limited web site, which links to other Wavin web sites.

Other Wavin web sites may contain terms and conditions of sale which are different from these terms and conditions. On your journey around the Wavin web sites please check the terms and conditions of each web site which you visit and do not assume that these terms and conditions apply to all Wavin web sites.

### I GENERAL SECTION

#### 1. **Applicability and definitions**

- 1.1 These general terms and conditions shall apply to every legal relationship between Wavin B.V. or Wavin Ireland Limited a company belonging to the Wavin B.V. group (hereinafter "Wavin") and its client (hereinafter "Client") which concerns sales, provision of services, contracting of work and/or any other performance by Wavin to Client (hereinafter "Agreement"). A reference to an Agreement shall also constitute a reference to these general conditions of sale (hereinafter "Terms and Conditions").
- 1.2 In the event of any conflict between the terms of any agreement in writing between Client and Wavin these Terms and Conditions shall prevail.
- 1.3 In these Terms and Conditions the following terms shall have the following meaning: 1) Products: all items which Wavin supplies or arranges to be supplied to the Client pursuant to an Agreement, including associated components, designs, drawings and models. Where applicable, a reference to Products may also comprise a reference to associated Services; 2) Services: all activities, not being "Works" which Wavin performs or arranges to be performed on Client's instructions, whether or not in return for payment; 3) Works (or Work): all works of a material nature which Wavin establishes or arranges to be established on Client's instructions; 4) Performance: any performance which Wavin delivers or arranges to be delivered to Client, such as Products, Services and/or Works in whatever form and/or the results thereof and/or all activities necessary for that purpose, in implementing the Agreement in full.

#### 2. **Formation, changes and cancellation of the Agreement**

- 2.1 Wavin shall only be bound by oral Agreements after and insofar as they have been confirmed by Wavin in writing. All offers by Wavin, in whatever form, shall be non-binding, unless the contrary is expressly stated herein. Wavin shall not be bound by an Agreement in case of evident printing, writing and/or calculation errors.
- 2.2 Wavin shall be entitled to accept or reject orders or assignments from Client at its discretion. An Agreement shall only be formed after Wavin has confirmed an order or assignment issued by Client, or has started the execution of such order or assignment.
- 2.3 Client's general terms and conditions shall not apply to the Agreement and are hereby expressly rejected, regardless of whether Client refers to those terms and conditions in a request for a quotation or other communication addressed to Wavin. For the avoidance of any doubt, these Terms and Conditions shall apply to any Agreement to which Wavin is party.
- 2.4 All pictures and specifications of Performances in Wavin catalogues, price lists, advertisements and suchlike are estimates. Wavin does not guarantee the accuracy of the details with regard to weight, dimensions, capacity and so on. All models, samples or examples, provided by Wavin, shall be deemed to be estimates only. The nature of the Performance to be delivered may differ from these.
- 2.5 Wavin shall always be entitled to make unilateral changes to the Performance in order to improve it or in order to adhere to any relevant government regulations in Ireland or elsewhere to which Wavin is subject.
- 2.6 Client shall notify Wavin immediately of any apparent errors or defects in constructions, procedures, building materials, components, auxiliary materials, contract documents, drawings, designs and calculations relating to the Performances, which Wavin intends to supply or apply according to the documents provided to Client.

### 3. Delivery times

- 3.1 Client shall ensure that Wavin is provided on a due and timely basis with the information required for the proper execution of the Agreement, in accordance with any instructions from Wavin to this effect, and shall notify Wavin of any relevant government regulations and circumstances of a special nature insofar as these are relevant to Wavin regarding such implementation.
- 3.2 If, in Wavin's reasonable opinion, the information necessary for the implementation of the Agreement has not been obtained in time, Wavin shall be entitled, after consultation with Client, either to set a new delivery date/execution date accordingly and/or to revise the price and/or to terminate the Agreement without incurring any liability to Client.
- 3.3 Delivery/execution dates issued or accepted by Wavin are only given as an indication and by approximation and are not binding upon Wavin.

### 4. Processing of Products/Services supplied

- 4.1 Client shall where Client acts as a consumer store, apply and process the Products and/ or Services supplied by Wavin in accordance with the requirements of the Sale of Goods and Supply of Services Act, 1980.
- 4.2 Client shall comply with all instructions and regulations issued at any time by Wavin and with all relevant legislation in Ireland in respect of product safety. Client shall provide proper health, safety, security and environmental information to all persons, including but not limited to, Client's employees, contractors and customers, as required by law. Client shall irrevocably indemnify Wavin against all costs and damages (including any penalties imposed by the any relevant governmental authority in Ireland) which were incurred or suffered by Wavin because Client failed to fulfil its legal obligations under this provision.
- 4.3 If Client, in following up or implementing a Service supplied by Wavin, deviates from this Service, this shall be at the Client's sole expense and risk, unless Wavin expressly approved this deviation in advance and in writing.
- 4.4 If Client processes the Products supplied by Wavin in a manner that contravenes law, bye-laws, permits and/or safety instructions and regulations supplied by Wavin, Wavin shall have the right at its absolute discretion to halt further supplies, without Client being entitled to claim any compensation from Wavin on that account.
- 4.5 Before Client processes Services and/or Products supplied by Wavin, Client shall itself check and investigate any technical parameters applied by Wavin, or arrange for this to be done, by means of an inspection and furthermore by using all the technologies and tools that are customary in the relevant sector in accordance with the latest scientific and technical knowledge.
- 4.6 If Client's requirements in any particular circumstance demand the processing of greater or different quantities of Products than is stated in Wavin's offer, quotation, order confirmation and/or Service, or demand a greater or different deployment of labor and equipment than was originally calculated by Wavin and/or Client, the latter shall be solely responsible for this, to the exclusion of Wavin.
- 4.7 Client shall act in accordance with the Mexichem Code of Ethics which is published at [www.wavin.com/web/about/governance.htm](http://www.wavin.com/web/about/governance.htm). Upon request from Client, Wavin shall send a paper copy.
- 4.8 Client agrees and undertakes and will procure that its officers, employees, agents and any other persons who perform services for it that in connection with the Agreement, will comply with all applicable laws, rules, regulations, decrees and/or official government orders of any relevant jurisdiction relating to anti-bribery and/or anti-corruption and/or anti-money laundering.

### 5. Prices and payment

- 5.1 All prices shall exclude VAT and are based on delivery EXW (in accordance with the currently applicable ICC Incoterms) and exclude packaging. Payment shall be made in Euros (€).
- 5.2 If no price was expressly agreed, the price stated in Wavin's most recent price lists shall apply.
- 5.3 If, following the conclusion of the Agreement, a change occurs in raw material prices, taxes, wages, levies, premiums of any kind, whether or not imposed by the government, Wavin shall be entitled to amend the agreed price unilaterally. If this right is exercised and Wavin wishes to increase the agreed price within three months of the conclusion of the Agreement, Client shall have two (2) weeks to terminate the Agreement. Client shall not be entitled to claim any compensation from Wavin on that account.
- 5.4 Client shall ensure that the full price is paid into Wavin's bank account within 30 (thirty) days of the invoice date. Client shall have no rights whatsoever to suspend payment or offset any amount.
- 5.5 Unless Client objects to an invoice within 15 (fifteen) days of the invoice date, that invoice shall be deemed to have been accepted. If Client fails in its obligation to pay as referred to in Article 5.4, Client shall be in default de jure and all other claims of Wavin shall be immediately due and payable in full. In such case, Client shall be obliged to pay interest in accordance with the provisions of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 on any outstanding amounts until payment in full

- has been received, without prejudice to any other rights which Wavin is entitled to exercise under the laws and the Agreement, including (but not limited to) full performance of the Agreement and the right to damages for breach.
- 5.6 Any turnover bonus or discount scheme shall only be due and payable after Client has fulfilled all its obligations towards Wavin.
- 5.7 If Client is in breach of one or more of its obligations under an Agreement, then, in addition to the agreed price and costs, all and any costs (including all legal costs, outlays and expenses) incurred in obtaining satisfaction paid shall be borne by Client, including also the costs to issue and send collection letters, engaging in settlement proposals and gathering information.
- 5.8 Wavin shall be entitled at its own discretion to demand advance payment or other provision of security from Client and Client will meet such a request. Wavin shall be entitled to suspend the execution of the Agreement until this has been provided, without Client being entitled to claim any compensation.
- 6. Force majeure**
- 6.1 If Wavin is unable to fulfil its obligations under the Agreement due to acts of God, government orders, strikes, lock-outs, or other industrial action by workers or employees, inability to secure labour materials or supplies at commercially justifiable rates, accidents, plant break downs, war, civil commotion or any other circumstances, whether of the foregoing class or not, beyond the control of Wavin, Wavin shall not be liable for the non-fulfilment and every Agreement with Client is subject to cancellation, variation or suspension by Wavin as may be necessary due to circumstances of force majeure aforesaid. If fulfilment has not become permanently impossible, the obligations shall be suspended for the duration of the force majeure situation. If the period during which fulfilment is impossible exceeds two (2) months, both parties shall be entitled to terminate the Agreement forthwith, without Client being entitled to claim any compensation on that account.
- 6.2 If, when the force majeure occurs, Wavin has already delivered part Performance or can only fulfil its obligations in part, Wavin shall be entitled to invoice the part already delivered or the part to be delivered separately and Client shall be obliged to pay this invoice.
- 6.3 Force majeure on Wavin's part shall exist inter alia in the event of restrictive government measures, strikes, a lack of raw materials, illness, delays, transport problems, a (threat of) war, (full or partial) mobilization, riots, sabotage, floods, fire or other forms of destruction within Wavin's business, lockouts and breakdowns of machines or tools or other breakdowns within Wavin's business. Force majeure on Wavin's side shall also exist if one or more of the aforesaid circumstances occur within the businesses of suppliers and subcontractors of Wavin.
- 7. Defaults and Liability**
- 7.1 In the event of any alleged breach by Wavin, Client must provide Wavin with a written notice of default, granting Wavin a reasonable period to perform of at least (14) fourteen days to be calculated as from the date of receipt of such written notice of default. If Wavin does not provide performance within this reasonable delivery/execution date, Client shall be entitled to terminate the Agreement but without prejudice to all of Wavin's accrued rights up to the date of such termination.
- 7.2 Provided that the previous clause has been observed by Client, Wavin shall only be liable for any direct losses incurred by Client. Irrespective of the nature of any claim, Wavin will never be liable for:-
- indirect losses or consequential losses such as losses due to delays, business interruptions, loss of profits, missed savings, missed opportunities, loss of goodwill or forfeited incremental penalty payments or fines;
  - losses resulting from possible defects, inaccuracies and/or omissions in the Performance which Client failed to report in time or should have detected itself, or resulting from incorrect information or instructions provided by Client;
  - losses that originate from improper or careless use, by not (or not properly) following Wavin's directions or instructions, or by use for a purpose other than which the Products are intended.
- 7.3 In all cases, even if Wavin is liable to Client for any direct losses, Wavin's total liability shall be limited to the amount of the invoice of the Performance, with a total maximum of EUR 1,000,000 (one million), including payments made pursuant to Articles 15, 17 and 22 per event, whereby a series of events shall be deemed to constitute one event.
- 7.4 Client shall irrevocably indemnify Wavin against all third-party claims with regard to the Performance delivered by Wavin to Client.
- 7.5 Limitation of liability as referred to in these Terms and Conditions shall have no effect on any Performance delivered under Wavin product or project warranties insofar as such warranties expressly provide for wider liability.
- 7.6 The limitations on Wavin's liability under paragraph 7.3 hereof do not apply in the event of death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable or for its fraud or fraudulent misrepresentation or for fraud or fraudulent misrepresentation of a person for whom it

is vicariously liable or for any matter for which it is not permitted by law to exclude or limit or attempt to exclude or limit its liability.

## 8. Termination

Without prejudice to Wavin's rights under the Agreement, these Terms and Conditions or pursuant to the law, Wavin shall have the right at any time, without any obligation to send any written notice of default, to suspend or terminate (further) performance of the Agreement concluded with Client if (i) Client fails to timely or fully fulfil one or more of its obligations towards Wavin or one or more companies affiliated to Wavin, or Wavin has reasonable reasons to assume that Client will not fully or timely fulfil its obligations, (ii) Client has a receiver or provisional liquidator appointed, Client has filed a winding-up petition or an order has been granted for Client's winding-up (save for the purposes of a solvent re-structuring), or Client loses the power to freely dispose of its assets in other ways, (iii) an attachment is made against goods of Client, (iv) permits or licenses required for the implementation of the Agreement lapse or are revoked, (v) Client ceases its business or enters into any composition or arrangement with creditors (other than relating to a solvent re-structuring), (vi) more than 50% of Client's share capital is transferred, (vii) any share capital of Client is transferred to a natural or legal person that manufactures or deals in products that are competitive with Wavin's products, (viii) the control over Client changes in any other way, (ix) Client is involved in any fraudulent, misleading and/or unlawful activities, or (x) Client, in Wavin's opinion, adversely affects the reputation, good name or goodwill of Wavin or Wavin's products.

## 9. Intellectual property rights

- 9.1 All intellectual property rights in respect of the Performance delivered or owned by Wavin to Client, as well as any results ensuing therefrom shall remain with or be vested in Wavin, and Client shall not obtain any right in such intellectual property rights. Wavin's intellectual property rights shall include inter alia all trademarks, trade names, logos, designs, symbols, emblems, distinguishing marks, slogans, service marks, copyrights, patents, models, drawings, know-how, information, business plans, marketing strategies and any other proprietary material of Wavin, whether or not suitable for registration or trademark application (hereinafter "IPR"). The IPR may not be used, copied or made available to third parties by Client, without Wavin's express prior written consent.
- 9.2 Client shall not do or omit to do anything that may harm, jeopardise or detract from Wavin's IPR. In particular, Client shall not: (a) alter, remove or disfigure IPR or other means of identification of the Performance delivered by Wavin, (b) use Wavin's IPR in such a way as to affect their distinguishing character or validity, (c) with regard to the Performance delivered by Wavin, use trademarks other than Wavin's without Wavin's express prior written consent, or (d) use trademarks or trade names that correspond to trademarks or trade names of Wavin that may thus result in confusion or deception.
- 9.3 Client shall inform Wavin immediately and in full of any actual, expected or envisaged infringement of the IPR that comes to Client's attention.
- 9.4 Client shall indemnify Wavin against all third-party claims on account of any (alleged) infringement of an industrial property right relating to the manufacture, supply or use of a Performance that has been produced or carried out in accordance with Client's specifications, or materials, drawings, models, instructions, etc., made available by Client. Client shall compensate Wavin for any and all damages, which has or will be incurred by Wavin as a result thereof, including the costs of defence. In such event, Wavin shall be entitled to suspend the execution of the Agreement, or to immediately terminate the Agreement, without Client being entitled to claim any compensation on that account.
- 9.5 To the best of Wavin's knowledge, Wavin's Products and Services do not infringe intellectual property rights of third parties. However, Wavin shall not be liable to Client in the event that the Products or Services infringe intellectual property rights of third parties. Wavin is under no obligation to indemnify Client in this respect.

## 10. Secrecy and publicity; Data (transfer)

- 10.1 Client shall refrain from making communications to third parties in any way, whether or not for publicity purposes, that relate to the Agreement or to the implementation thereof by either party, except with Wavin's prior express written consent, which consent shall not be unreasonably withheld.
- 10.2 Client shall maintain strict confidentiality in respect of information which is or becomes known to Client from or regarding Wavin and/or contacts of Wavin. Client shall not give third parties any form of access to or any information about (the results of) the Performance delivered by Wavin or information and data carriers which are or have become available to Client in the context of the Agreement, and shall only disclose these to its staff insofar as this is necessary for the implementation of the Agreement. Client shall impose these secrecy provisions on its staff and/or on the third parties engaged by Client in the implementation of the Agreement.

- 10.3 After the Agreement has been implemented in full, this article shall remain in full force unless and until Wavin releases Client in writing from the duty of secrecy.
- 10.4 Data supplied, whether personal or otherwise, by Client will be held and processed by Wavin, pursuant to its data quality and data security policies applicable from time to time, for the following purposes: to operate Client's account(s), to keep Wavin's customer records, for statistical analyses, to establish any identity or otherwise as required pursuant to applicable legislation, to assess Client's credit status and otherwise as considered necessary and appropriate by Wavin.
- 10.5 With due observance of the policies, mentioned in the previous paragraph, Wavin may disclose data relating to Client: to any Wavin affiliate or group company to any (sub) contractor of Wavin performing services in connection with Client's account as required or permitted by law.
- 10.6 Client acknowledges and agrees that by providing Wavin with any personal or proprietary data or information, Client hereby expressly consents to the transmission of such data or information over international borders as necessary for processing, such in accordance with Wavin/Mexichem's standard business practices.
- 10.7 Client's data will be stored and retained in accordance with Wavin's privacy policy,
- 11. Trade controls and boycotts**
- 11.1 Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, regulations or decrees applicable to such party which relate to foreign trade control, export controls, embargos or international boycotts of any type.
- 11.2 Client shall not export, re-export, re-sell or transfer any Product to any individual, entity or location subject to UN, US or EU sanctions or embargos.
- 11.3 Client represents and warrants that it is not embargoed or sanctioned by the UN, US or EU ("Restricted Party"), nor is Client owned or controlled by, or acting on behalf of, a Restricted Party, nor is Client located in a restricted jurisdiction.
- 11.4 Client acknowledges that Wavin reserves the right to review any transaction for export restrictions after the sale and cancel any transactions based on the results of this review, without any liability whatsoever towards Client.

## II SALE AND SUPPLY OF PRODUCTS

If the Agreement concluded between Wavin and Client also covers the supply of Products, the following provisions shall apply in addition to the above provisions. In the event of conflict between the above provisions and the following provisions, the latter shall prevail to the extent the supply of Products is concerned.

### 12. Delivery

- 12.1 Deliveries shall be made EXW in accordance with the most recent version of the ICC Incoterms.
- 12.2 If delivery on demand has been agreed, Client shall purchase all the Products within 12 months of the conclusion of the Agreement, or at least Wavin shall be entitled to invoice these Products as having been purchased within the aforesaid period.
- 12.3 Wavin shall be entitled to deliver orders in parts. Where such is customary, Wavin shall be free to supply up to 10% more or less than is stated in the order (confirmation) and to invoice accordingly.
- 12.4 Client shall be obliged to take delivery of the Products on the agreed date or in any case without delay as soon as these are reported ready for delivery by Wavin. If the Client does not accept the delivery, or if Client is negligent as to the required information or instructions needed for the delivery, Wavin will store the Products for the risk and account of Client. Client shall be liable for all the resulting costs and damage, including but not limited to the costs of storage and redelivery.
- 12.5 The risk of the Products shall pass to Client at the time that the Products are delivered at the agreed location in conformity with the Agreement, and in the absence of such a provision in conformity with the delivery condition applicable pursuant to Article 12.1. Where delivery is delayed due to circumstances caused by or within the responsibility of Client, risk of loss shall pass to Client upon Wavin's notification that Products are ready for dispatch.
- 12.6 Wavin shall be entitled, in deviation from the Products ordered by Client, to supply different products, provided that these products are of a comparable nature in terms of quality and functionality, whereby Wavin shall guarantee that equivalence towards Client.

### 13. Transport

If, in derogation from Article 12, Wavin arranges for the transport, this transport shall take place to only one central address, even if the Products are meant to be distributed among various locations. Client shall enable Wavin or the carriers engaged by Wavin on all working days to actually deliver the Products, and shall do everything possible in that context to prevent and limit waiting times. In unloading and receiving delivery of the Products, Client shall assist Wavin or the carrier engaged by Wavin at Client's expense, inter alia by making mechanical equipment available. In that case, Wavin shall not be required to transport the Products to be delivered beyond the point at which the vehicle can travel across passable and safe terrain.

### 14. Retention of title

- 14.1 All Products supplied and still to be supplied by Wavin shall remain the exclusive property of Wavin until all the claims which Wavin holds or will obtain against the Client in relation to any Agreement for the supply of Products, including any connected delivery of Work or Services as well as any claim resulting from a breach by Client of such Agreement, have been paid in full. As long as title to the Products supplied or to be supplied has not passed to Client, Client shall not be entitled to pledge or grant a security right in the Products to a third party. However, Client shall be allowed to sell and actually deliver the Products supplied subject to retention of title to third parties in the context of its normal business operations.
- 14.2 Client shall be obliged to: 1. provide for and maintain proper insurance against fire, explosion and water damage and against theft, submitting the policy of insurance at Wavin's first request for inspection; 2. at Wavin's written request, arrange that any claims of Client under a relevant insurance policy shall be pledged for the benefit of Wavin; 3. store the Products supplied by Wavin carefully and marked as Wavin's property; and 4. at Wavin's first request co-operate with any and all reasonable measures that Wavin wishes to take as an additional security with respect to the Products and which do not unreasonably hinder Client's normal business operations.
- 14.3 Client irrevocably indemnifies Wavin for any and all consequences of theft, loss or damage of the Products, to which a retention of title applies.
- 14.4 If Client fails to fulfil an obligation towards Wavin, or gives Wavin good cause to assume that Client will fail to fulfil those obligations, Wavin shall be entitled to repossess the Products supplied subject to retention of title, or arrange for this to be done, even if these are to be detached from other items. The costs of the repossession shall be borne by Client, without prejudice to any other rights which Wavin may invoke.
- 14.5 Where Products have been delivered and have been processed or incorporated in other products or equipment, Wavin shall retain a lien until full payment of the price under the Agreement. Client undertakes to disclose the existence of this reservation of title to third parties to whom/which it may sell the products either "as is" or incorporated into another product or system so as to secure claims of Wavin on Client.

### 15. Complaints and inspection

- 15.1 Upon delivery, Client must inspect the Products, or arrange for this to be done, in terms of volume, numbers and defects that may be established during a normal careful inspection (hereinafter "Visible Defects"). In this context, Client shall bear the risk in respect of the random inspection.
- 15.2 Any complaints with regard to volume, numbers or Visible Defects must be reported in writing to Wavin immediately after delivery and in all cases no later than 72 hours after delivery. Client must report defects other than Visible Defects in writing to Wavin within seven days of their detection. The report must carefully describe the nature of and grounds for the complaint.
- 15.3 If Wavin delivers the Products on submission of a quality statement within the meaning of regulations on the CE hallmark, these Products shall be deemed to be good and sound, except where Client provides (technical) proof to the contrary.
- 15.4 Wavin shall make endeavors to have the delivered Products comply with the requirements of the Reach regulation (as amended from time to time) as published at [www.echa.europa.eu](http://www.echa.europa.eu) and all obligations arising out of these regulations. Wavin shall not be liable to Client for any failure of Wavin or of any other party to comply with the requirements and all obligations arising out of the Reach regulation.
- 15.5 All Client's rights and claims regarding the payment of a sum of money and/or the repair or redelivery of the relevant Products on whatever grounds, as well as any right of Client to terminate the Agreement, shall lapse a) in the event of an overdue report pursuant to Article 15.2, b) if Wavin has not been given the opportunity immediately to check the validity of the complaint on location, or arrange for this to be done, and/or c) if 12 (twelve) months have passed since the delivery date.

### III SERVICES

If the Agreement concluded between Wavin and Client also covers the supply of Services, the following provisions shall apply in addition to the above provisions. In the event of conflict between the above provisions and the following provisions, the latter shall prevail to the extent the supply of Services is concerned.

#### 16. Supply of Services

- 16.1 Wavin shall endeavor to provide the Services in accordance with the latest technical knowledge and the requirements of the Sale of Goods and Supply of Services Act, 1980 where Client buys as a consumer. The Services shall be provided on the basis of information supplied by Client, whereby Client guarantees the correctness and completeness of this information. All consequences of this information being incorrect and/or incomplete shall be entirely at Client's expense and risk.
- 16.2 The Services shall always be project specific and based on the purchase and application of the Products produced and/or supplied by or on behalf of Wavin. Client shall not be allowed to use the Services provided by Wavin in combination with third-party materials, or at least the consequences of such conduct shall be entirely at Client's expense and risk.
- 16.3 All copyrights, patents and other IPR with regard to the Services, including any associated methodologies, technologies, documents and other information or knowledge, shall be or remain vested in Wavin. Where necessary, Client shall be entitled to a non-transferable, non-exclusive and free license for the agreed use of these rights.

#### 17. Liability regarding Services

- 17.1 The Services supplied by Wavin shall be on an 'as is' basis and Wavin's liability for such Services or any inaccuracies or omissions concerning the designs, recommendations, stated dimensions, technical data sheets, samples, inspections, drawings, calculations, calculation recommendations and/or other documentation which Wavin made available in the context of the Service shall be fully excluded if, with regard to the Service concerned, no corresponding Agreement for the purchase/ sale of Products was concluded with Client or if the Services concerned were provided free of charge.
- 17.2 Client shall check the Services regarding possible faults or omissions, as soon as the Services are executed or available to Client. Client shall report any such possible fault or omission in writing to Wavin within seven days after the respective Services were rendered. If Client could reasonably not have discovered such fault or omission within these seven days, Client shall report them in writing ultimately seven days after the actual discovery thereof.
- 17.3 All Client's rights and claims regarding the payment of a sum of money and/or the rectification of the Services supplied, on whatever grounds, as well as any right of Client to terminate the Agreement, shall lapse if (a) in the event of an overdue report pursuant to Article 17.2; (b) Wavin has not been given the opportunity immediately to check the validity of the complaint on location or arrange for this to be done, and/or (c) if 12 (twelve) months have passed since the performance of the Service concerned.

### IV. CONTRACTING OF WORK

If the Agreement concluded between Wavin and Client also covers the contracting of Work, the following provisions of these Terms and Conditions shall apply in addition to the above provisions. In the event of conflict between the above provisions and the following provisions, the latter shall prevail to the extent the contracting of work is concerned.

#### 18. General

- 18.1 Wavin's project records shall be deemed conclusive evidence between the parties, except where Client provides evidence to the contrary.
- 18.2 If the Uniform Administrative Conditions for the Execution of Works (UAV) 2012 apply, or at least the version then applicable, the contents of these Terms and Conditions shall prevail over those of the UAV in the event of inconsistency.

#### 19. Client's obligations

- 19.1 Client shall ensure that Wavin has timely access to:
- permits, dispensations, orders and such like that are required for the Work;
  - the site or the water on or in which the Work must be executed;
  - the up-to-date drawings, documents and other data carriers required;
  - the other items to be provided by the pursuant to the Agreement.
- 19.2 Client shall be responsible for the constructions and procedures prescribed by or on behalf of Client, as well as for the orders, instructions, drawings, calculations, specifications, drawings, sketch designs and

- other data issued by or on behalf of Client, and Client shall be liable for any errors in this material. Client shall indemnify Wavin against third-party claims in this respect.
- 19.3 If building materials or auxiliary materials made available by Client should contain defects, Client shall be liable for the damage caused as a result thereof. Client shall indemnify Wavin against third-party claims in this respect.
- 19.4 If statutory regulations or government orders should set higher requirements to the Work than those laid down in the Agreement, any changes to the Work that are necessary in order to satisfy those requirements shall be charged as contract extras.
- 19.5 Client shall bear the responsibility if the building site, the old (building) materials retrieved from the Work or the (building) materials made available by Client are contaminated. The old (building) materials shall remain Client's property and Wavin shall not be responsible for their condition.
- 19.6 Client shall be responsible for the timely and correct coordination of the activities of contractors other than Wavin or Wavin subcontractors. In addition, Client shall ensure that no waiting times occur in the installation of Products or the execution of other Performances by Wavin. If third parties engaged by Client simultaneously carry out activities on site, Client must ensure that these cause no inconvenience to Wavin, and the consequences of any delay as a result of such inconvenience shall be entirely at Client's expense.
- 19.7 Client shall ensure that the designated building site is suitable for storage and is protected against theft.
- 19.8 Client shall ensure that all necessary safety measures and other precautionary measures are taken and that these are enforced during the execution of the Work. Client shall comply with any and all applicable health, safety and environmental legislation.
- 19.9 Client shall provide, free of charge, the electricity and water supply required in processing and fitting the materials in the Work, as well as the necessary sanitary facilities.
- 19.10 Where necessary for the proper implementation of the Agreement, Client shall provide Wavin free of charge with auxiliary roads, scaffolding, implements, tools and other auxiliary materials required for a timely execution, and shall keep these in good condition.
- 20. Wavin's obligations**
- 20.1 If the engagement of a particular subcontractor is or has been prescribed by or on behalf of Client, and this prescribed subcontractor fails to perform, or to do so properly or in time, and Wavin has notified the subcontractor in this respect, Wavin shall not be liable for the subcontractor's failure to fulfil its obligation(s). Client shall reimburse Wavin for the costs incurred by Wavin as a result of the prescribed subcontractor's non-performance. Subsequently Wavin shall assign this claim against the subcontractor concerned to Client immediately at Client's request.
- 20.2 If the constructions, procedures, orders and instructions prescribed or given by or on behalf of Client apparently contain such errors or defects that Wavin would be acting in bad faith if it were to proceed with the execution of the Work concerned without bringing these to Client's attention in writing, it shall be liable for the consequences of such omission within the limitations of liability as specified in these Terms and Conditions.
- 20.3 The execution periods shall start at the later of the following events, being: the time when Wavin received the payment of the first instalment, or (if applicable) the time of receipt by Wavin of any required information to be provided by Client in connection with the execution of the Work.
- 21. Risk, transfer and start of activities**
- 21.1 Client shall be obliged to off-take and tolerate the Work at the time that it is delivered to Client and at the time when it is to be executed pursuant to the Agreement, and must provide Wavin with all opportunities and cooperation to that end. Insofar as Client fails to comply with this, Wavin shall be entitled, at Client's expense and risk, to take all appropriate measures (such as storage with third parties) which appear reasonably necessary to Wavin at its sole and exclusive discretion, without prejudice to Wavin's right to compensation of the resulting damage.
- 21.2 With regard to Products which are to be installed and/or which are to become part of the Work to be produced, both the risk of the Products installed and that of the Products not yet installed shall in all cases pass to Client at the moment when the Products have arrived at Client's (industrial) premises or at the building site.



**22. Completion and check**

- 22.1 Completion of the Work shall take place when Client signs a completion and acceptance protocol drawn up by Wavin. In all cases, the Work shall be regarded as completed as soon as Client has effectively taken the Work into operation or use. From the date of completion, Client shall be obliged to insure the Work independently, or at least all the consequences of the absence of such an insurance policy shall be at Client's expense and risk. After completion of the Work Wavin is not liable for any defects.
- 22.2 Hidden defects, which in the context of contracting of work shall be understood to mean defects which could not reasonably have been detected despite close supervision during the execution or an examination upon the completion of the Work, must be reported to Wavin in writing within seven days of their detection but no later than 12 (twelve) months after the completion of the Work. Wherever possible, initial hidden defects – provided that they are reported in time – shall be repaired free of charge by Wavin within a reasonable period to be determined by Wavin at its sole discretion, without Wavin being under any obligation to pay compensation in this respect.
- 22.3 All rights and claims regarding the payment of an amount of money and/or the repair or redelivery of the relevant Products and/or the Services supplied, on whatever grounds, as well as any right to terminate the Agreement, shall lapse a) in the event of an overdue report pursuant to Article 22.2, b) if Wavin has not been given the opportunity immediately to check the validity of the complaint on location, or arrange for this to be done, and/or c) if 12 (twelve) months have passed since the completion.
- 22.3 If Client fails to cooperate during the phase of completion and continues to do so after having received a written request to this end from Wavin, its rights to compliance and/or repair in accordance with this Article 22 shall lapse.

**23. General Provisions**

- 23.1 These Terms and Conditions shall be governed by and construed in accordance with Irish law and the parties hereby submit to the non-exclusive jurisdiction of the Irish Courts.
- 23.2 Any dispute, controversy or claim arising out of or in connection with the Agreement whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination of the Agreement shall be settled by consultation between the parties. In the event of failure of such consultations within 60 days (unless otherwise extended by mutual agreement) after receipt by the respondent party of the written notice of such matter, then the matter shall be finally and exclusively resolved by arbitration under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) in force as at the date of the Agreement ( "Rules" ), which Rules are deemed to be incorporated by reference into the Agreement. The Tribunal shall consist of one arbitrator, to be appointed in accordance with the Rules. The seat of the arbitration shall be Dublin, Ireland. The language of the arbitration shall be English. The appointing authority shall be the President of the Law Society of Ireland. The matter and decision shall be governed by the substantive law referred to in the preceding paragraph. The arbitrator shall set forth the reasons for the award in writing. Where necessary, the decision in arbitration may be enforced by any court having jurisdiction.
- 23.3 No forbearance or indulgence by Wavin shown or granted to Client whether in respect of these Terms and Conditions or otherwise shall in any way affect or prejudice the rights of Wavin against Client or be regarded as any waiver of any of these Terms and Conditions.
- 23.4 Wavin may cancel any Agreement at any time before the Products or Services or Work as the case may be are delivered by giving written notice. Upon giving such notice Wavin shall promptly repay to Client any sums paid in respect of the Products or Services or Work as the case may be subject to any deductions as permitted by these Terms and Conditions. Wavin shall not be liable for any loss or damage whatever arising from any cancellation in accordance with this Condition 23.4.
- 23.5 Wavin reserves the right to sub-contract the whole or any part of the Agreement.
- 23.6 Any provision of these Terms and Conditions or any Agreement which is, or may be, void or unenforceable shall, to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Agreement. If any court or competent authority finds any provision of these Terms and Conditions unenforceable because of the breadth of area, subject or time to which it applies, the parties agree that the provision shall be enforced to the fullest extent permissible by law of the jurisdiction where enforcement is sought.
- 23.7 Any notice under or in connection with these Terms and Conditions or any Agreement shall be in writing and shall be served by registered post or by hand on the party to the address of the party set out in the Agreement or at such other address as may subsequently be notified by one party to the other, and in the absence of any evidence of earlier receipt any notice shall be deemed to have been received: (i) if delivered by hand when left at the address for service; or (ii) if sent by registered post, on the second day after posting.