# General Terms and Conditions of Use

Last version dated March 13th, 2023.

By accessing and/or browsing the Platform, creating a Personal Account and/or using the Services, the User certifies that he/she fully and completely understands and agrees with the terms of the following GTCU.

#### §1. Definitions

"GTCU" means the present general terms and conditions of use of the Platform, the Personal Account and the Services:

"Parties" means SG Isover and the User;

"<u>Personal Account</u>" means the personal account dedicated to one User, available on and which can be consulted on the Platform by personal ID and password. It is made up of information and Services granted to each User;

"<u>Platform</u>" means the internet website managed by SG Isover, available at <a href="https://www.isover-technical-insulation.com/">https://www.isover-technical-insulation.com/</a>, allowing notably the provision of information as set forth in §2 by SG Isover to the User, the access of Services put at User's disposal and the creation by the User of a Personal Account;

"Services" means any and all online services put at the User's disposal on the Platform by SG Isover. The Services may include a phone call with Saint-Gobain Technical Insulation sale's representatives upon User's request.

"SG Isover" means SAINT-GOBAIN ISOVER, a French company with a capital of 45 750 000€, whose registered address is at Tour Saint-Gobain, 12 place de l'Iris, 92400 Courbevoie, France, registered with the Companies Register of Nanterre under number 312 379 076;

"Saint-Gobain Technical Insulation" means SG Isover and the other entities of the technical insulation business of the Saint-Gobain Group;

"<u>User</u>" means any individual who accesses and/or browses the Platform. Any User can use the Services and/or create a Personal Account.

## §2. Purpose

The purpose of the Platform is to provide information on the activities, businesses, commercial brands, product ranges, solutions and services proposed by Saint-Gobain Technical Insulation and the access to the Services to the User.

These GTCU define the terms and conditions under which SG Isover put at the User's disposal the access to the Platform and the Services and their use by the User for the purpose of accessing the above information, use the Service and create and access his/her Personal Account.

## §3. Conditions of access and use of the Platform, the Personal Account and the Services

The access to the Platform as well as the use of its contents are carried out within the framework of these GTCU. The Platform access and browsing and use of the Services shall be made in full and complete compliance with these GTCU.

Any User can create his own space on a Personal Account to access information specific to them, his/her projects and to access upgraded version of certain Services. Creation of a Personal Account is subject to the prior acceptance of these GTCU.

By creating a Personal Account, the User has a unique personal ID and password that are strictly personal and that he/she undertakes to keep confidential. The registered User, and possibly his/her representative, is the only one authorized to use the Personal Account put at his/her disposal on the Platform, using the personal ID and password.

The User undertakes not to enable any other person access to his/her Personal Account under his/her personal ID and password. In the event the User becomes aware of another person accessing his/her Personal Account using his/her personal ID and password, the User shall inform SG Isover without delay at <a href="mailto:isover-technical-insulation@saint-gobain.com">isover-technical-insulation@saint-gobain.com</a>.

In any event, the User remains fully responsible for keeping his/her personal ID and password confidential. In no event shall SG Isover be held liable in this respect. The User undertakes to provide truthful and accurate information.

The User shall use the Platform, his/her Personal Account and the Services only for their intended purpose.

The User undertakes not to disrupt the functioning of the Platform, his/her Personal Account and the Services by harming the Platform, his/her Personal Account and the Services, the publisher or other users.

### §4. Financial conditions for the Services

The Services are provided by SG Isover without financial compensation.

SG Isover reserves the right to modify at any time the financial conditions of the Services. In such case, the User will be informed by email and will have the right to agree on this change or to stop using the Services.

### §5. Dismissal of a User

Shall a User contravene the present GTCU or any applicable law and regulation, SG Isover reserves the right to definitively dismiss the User by prohibiting them the access to the Platform or the Services and deleting his/her Personal Account, without prejudice to any legal action that may be taken by SG Isover.

### §6. No warranty

SG Isover provides the User with content dedicated to advice on the use of the products, solutions and services it may sell. Any information including any installation recommendation, methods and gestures described in these contents is purely indicative and a simple general advice on implementation or application of the products and solutions. Such information is based on Saint-Gobain Technical Insulation's best knowledge and experience as a product manufacturer at the date of publication of the information on the Platform. This information is not intended as a substitute for specific professional advice before product's installation and it cannot replace the information, technical notices and instructions for use that accompany the products and solutions sold.

Strict compliance with all applicable norms, standards and professional uses at the date of the product's installation is installer's responsibility.

The content of the Platform is regularly updated by SG Isover. SG Isover reserves the right to modify and update the Platform at any time. Nevertheless, the content is not continuously updated and no responsibility can be derived from this and SG Isover makes no warranty to the User that he/she uses the most up-to-date information.

That is the User sole responsibility to make sure that he/she is up to date with the latest changes of the content of the Platform, to use it and to ensure compliance with the standards and norms in force in his/her profession when carrying out his/her work and relevance of this information for a specific project.

The Services are strictly limited to provide approximate information, they are not a technical tool nor are they suitable for placing orders.

Calculation results are based exclusively on entered values and conditions. It is understood that these calculations are just simple estimations as real life conditions can be subject to various other factors.

The Services are provided only for estimation purposes. The Services and the present GTCU do not create an obligation for SG Isover to sell, nor for the User to buy, products, solutions and services.

The GTCU do not create any obligation for SG Isover to maintain the Platform or the Services. SG Isover does not offer any support in any form whatsoever for the use of the Platform or the Services.

# §7. Liability

The User uses the Platform and the Services under his/her sole responsibility and at his/her own risk.

To the fullest extent allowed by applicable law, SG Isover or any other company of the Saint-Gobain Group shall not be held liable for damages of any nature whatsoever suffered by the User or third parties arising directly or indirectly from his/her use of the Platform and the Services, including any commercial or financial loss, loss of profits, goodwill, use, cost of procurement of substitute goods or services, or other intangible losses.

SG Isover shall not be held liable in case of any technical problem arising on the Platform leading to an impossibility of use it and the Services by the User.

### §8. Cookies

A cookie is a text file stored on your computer when you visit a website or see an advertisement. Its purpose is to collect information relating to your navigation and to provide services adapted to your terminal (computer, mobile or table). Cookies are managed by your internet browser.

When consulting the Platform, cookies are stored on the User's computer, mobile or tablet. The Platform is designed to be attentive to the needs and expectations of Users, which is why we notably use cookies to identify you and access your Personal Account.

We use cookies in particular to:

- identify you when you visit the Platform and in particular in order to know you better and offer you a personalized navigation;
- ensure a secure browsing experience and fight against fraud;
- propose content based on your visits on the Platform.

Third party cookies, in particular the Google Analytics website analysis service, may be recorded on your terminal and are intended to analyze your connection.

By logging in with his/her personal ID and password, the User expressly accepts the attribution of a unique number allowing his/her identification on third party cookies. The User expressly agrees on the data collected by this means to be cross-checked with other processing.

All details regarding Saint-Gobain Technical Insulation use of cookies and data collected on the Platform are available on the Platform's section: <a href="https://www.isover-technical-insulation.com/your-data-and-your-rights">https://www.isover-technical-insulation.com/your-data-and-your-rights</a>. The User can also manage his/her preferences by clicking on this link.

# §9. Personal data

The User can give access to SG Isover to his/her's personal data on the Platform in order to use the Services, or to be registered for webinars and/or newsletter in order for the User to be informed about the products, solutions and services proposed by the Saint-Gobain Technical Insulation. This personal data is collected and will be processed in compliance with the processing details and the privacy policy of SG Isover available at all time on the Platform's section: <a href="https://www.isover-technical-insulation.com/your-data-and-your-rights">https://www.isover-technical-insulation.com/your-data-and-your-rights</a>.

The User can easily and at all time access, rectify, erase his/her personal data, restrict or object to the processing of his/her personal data, withdraw his/her consents by writing to: privacycontact.sgisover.fr@saint-gobain.com.

# §10. Intellectual property rights

The general structure, as well as any software, texts, images, sounds, know-how, drawings, graphics, product

names, brands mentioned, logos or any other element composing the Platform are the exclusive property of SG Isover or of any other company of the Saint-Gobain Group or, where applicable, have been the subject of a license or express authorization from their owner for the purposes of their representation on the Platform.

Any reproduction and/or representation of the Platform and of the product names, brands mentioned, logos of SG Isover and other company of the Saint-Gobain group, in whole or in part, by any means whatsoever, without the prior written consent of SG Isover, is prohibited. The same applies to the databases appearing and/or implemented on the Platform and produced by SG Isover, which may be protected by intellectual property rights.

No hypertext links to the Platform may be created without the prior written consent of SG Isover, which may be revoked at any time.

### §11. Modifications to the GTCU

SG Isover reserves the right to unilaterally modify the present GTCU.

If the User continues to use the Platform after the modifications to the GTCU, he irrevocably accepts the amended GTCU.

If the User does not agree with the amended GTCU, he has the sole option of no longer accessing or using the Platform and Services.

### §12. Non-waiver and independence of the clauses

If SG Isover decides not to exercise a part of or all of its rights granted by these GTCU, this decision does not constitute a waiver of its subsequent exercise.

If any of the clauses of these GTCU should be declared inapplicable for any reason whatsoever, the other clauses shall nevertheless remain in force.

#### §13. Applicable law – Jurisdiction

The GTCU shall be governed and construed in accordance with the laws of France.

Any dispute or claim arising out or relating to the GTCU which cannot be resolved amicably by the Parties shall be brought exclusively to the competent court of Paris, France.